



City Hall | Parks and Rec  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## Memorandum

**Date:** 4/27/2026

**To:** Tara Vasicek, City Administrator

**From:** Betsy Eckhardt, Director of General Services

**RE:** AC Unit Replacements-Quail Run Pro Shop

**Recommendation:** Approve reallocation of capital improvement funds and the proposal from Wemhoff Refrigeration, Inc. to replace the air conditioning units at the Quail Run Pro Shop.

**Discussion:** The air conditioning units at the Quail Run Pro Shop have reached the end of their useful life and are no longer operational. Previous repairs have been made in recent years; however, the system has now failed and requires full replacement.

Staff obtained quotes from local vendors, and Wemhoff Refrigeration, Inc. provided a responsive and qualified proposal for the replacement of the units.

To accommodate this expense, we are requesting funds be reallocated from capital account **100-155-57200-26007**, which was originally designated for a roof replacement project at Van Berg. The allocated amount for that project is insufficient to complete the roof replacement as originally planned, making it an appropriate source for reallocation.

Replacing the AC units will ensure the continued operation and usability of the Pro Shop, particularly during peak seasonal use.

**Fiscal Impact:**

Total project cost of \$17,383.72 from a reallocation from account 100-155-57200-26007

**Concurrence:** *Christopher A. Nguyen*  
By: \_\_\_\_\_

**Signature:**  
By: *Betsy Eckhardt*  
\_\_\_\_\_

Approved By: *[Signature]*  
\_\_\_\_\_

---

## City of Columbus, Nebraska Purchase Request Form

**This form must be fully completed before any purchase, contract, or expenditure of City funds.**

**\*\*When sending to Finance: Subject line on email should read- "Purchase Request Form"**

PROCESS:	AMOUNT:				
	\$999 or less	\$1,000 - \$4,999	\$5,000 - \$24,999	\$25,000 - \$74,999	\$75,000
Purchase Request Form		X	X	X	X
2 Quotes		X			
Dept Head Approval		X	X	X	X
3 Quotes			X	X	
City Administrator Approval			X	X	X
Verification of Funds, Finance Director			X	X	X
Form Bidding Required					X
City Council Approval				X	X

**1. Requesters Information**

Department / Division: \_\_\_\_\_

Requesting Employee: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

**2. Type of Purchase**

- Goods / Supplies / Equipment
- Contractual Services
- Professional Services (QBS)
- Construction / Capital Improvement
- Emergency Purchase

**3. Purchase Description:**

*Fully describe the goods or services and their purpose.*

**4. Selected Vendor Information:**

Vendor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cooperative Purchasing (State Contract, Sourcewell, etc.):  Yes  No

**5. Cost & Budget:**

Total Cost: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Funds Available:  Yes  No

**6. Number of Quotes obtained:** \_\_\_\_\_

**If this is a sole source quote please explain:**

**7. Approvals**

Supervisor / Designee: Eric Bice Date: \_\_\_\_\_

Department Head: Betsy Eckhardt Date: \_\_\_\_\_

City Administrator (if \$5,000+): [Signature] Date: 4/29/26

City Council Approval (if \$25,000+): \_\_\_\_\_

Verification of Funds:

Finance Director (if \$5,000+): Christopher A. Nuyss Date: 04/28/26

**AS NEEDED: Description of Emergency Purchases**

An "emergency" shall be defined as any event that interrupts the normal administration of municipal services, thereby jeopardizing the life, health of citizens.

*Describe emergency circumstances and justification.*

**PROPOSAL**

**Wemhoff Refrigeration, Inc.**  
**Columbus, NE 68601**  
**PH: 402-564-6557**  
**FAX: 402-246-9200**

**Date:**  
**Proposal:**

	<b>Proposal Submitted To</b>	<b>Work To Be Performed At</b>
Name:	Quail Run Golf Course	same
Address:	327 S.5 St.	
City:	Columbus	
State:	Ne.	
Zip:	68601	
Phone:	402-563-1313	
Fax:		

We hereby propose to furnish all the materials and all labor necessary for: PRO SHOP #2 21/2TON  
(1) ALZS5BA3010 (15.2SEER2) AMANA HEAT PUMP R32; (1)AMST24BU1300 AIR HANDLER W/TXV; (1) HKTSD15XB 15 KW HEAT KIT (1) TH1600U2000 H/W THERMOSTAT; TUBING HOOKUP; FLUSH; SUPPLY PLENUM ADAPTOR; R/A ADAPTOR; DRAIN; ELECTRICAL; LABOR TOTAL \$7546.17

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing submitted for above work and completed in a substantial workmanlike manner for the sum as stated above with payments to be made as follows: 20% down, balance due upon completion.

Deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by: Wemhoff Refrigeration, Inc.

Respectfully Submitted by Wemhoff Refrigeration, Inc.

Per  \_\_\_\_\_

NOTE – This proposal may be withdrawn by us if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**PROPOSAL**

**Wemhoff Refrigeration, Inc.**  
**Columbus, NE 68601**  
**PH: 402-564-6557**  
**FAX: 402-246-9200**

**Date:**  
**Proposal:**

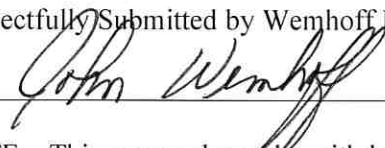
	<b>Proposal Submitted To</b>	<b>Work To Be Performed At</b>
Name:	Quail Run Golf Course	same
Address:	327 S.5 St.	
City:	Columbus	
State:	Ne.	
Zip:	68601	
Phone:	402-563-1313	
Fax:		

We hereby propose to furnish all the materials and all labor necessary for: LOUNGE # 2 5 TON  
(1) ALZS5BA6010 (15.2SEER2) AMANA HEAT PUMP R32; (1)AMST60CU2000 AIR HANDLER W/TXV; (1) HKTSD15XB 15 KW HEAT KIT (1) TH1600U2000 H/W THERMOSTAT; TUBING HOOKUP; FLUSH; SUPPLY PLENUM ADAPTOR; R/A ADAPTOR; DRAIN; ELECTRICAL; LABOR TOTAL \$9837.55

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing submitted for above work and completed in a substantial workmanlike manner for the sum as stated above with payments to be made as follows: 20% down, balance due upon completion.

Deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by: Wemhoff Refrigeration, Inc.

Respectfully Submitted by Wemhoff Refrigeration, Inc.

Per 

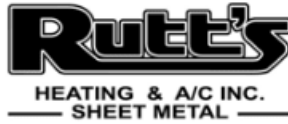
NOTE – This proposal may be withdrawn by us if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



1001 W 1st St, Hastings, NE 68901

Company: Quail Run Golf Course  
Address: P.O. Box# 1677  
Columbus, NE 68601

Date: Mar 19, 2026  
Re: Replace 2-ton AHU and HP  
File Number: 100811  
Property: Quail Run Golf Course  
Address: 327 S. 5th Street  
Columbus, NE 68601

As requested, we are pleased to offer our proposal for the above referenced project as follows:

**SPECIFIC INCLUSIONS**

**Replace 2-ton AHU and HP**

Proposal to replace the small (2-ton) air handler and heat pump in the Pro Shop With a new 2.5-ton 15 SEER "Run Tru" by "Trane" system. We would need to get the water heater moved to the right (south) about 6" to allow for the new air handler.

**Material Description**

- Run Tru A5AHC003A1B30A air handler
- Run Tru A5HP5030A1000A 2.5-ton 15 SEER heat pump
- 10kw heater package BAYHTR1510BRKC
- Filter rack BAYSF1185BAA
- Honeywell TH6320U2008 thermostat
- Refrigeration line set flush and repair
- Heat pump adjustable snow legs
- Condensate pipe
- Sheet metal to connect new system to existing duct  
reclaimer, recovery, filter drier, screws, sealer, etc.
- Shipping

**CLARIFICATIONS**

1. Our offer is firm for thirty days from the date listed above.
2. 50% down payment is required with the signed quote when equipment is being replaced, before equipment will be ordered. If paying by credit card, there will be a credit card surcharge fee of approximately 3% added to the invoice. To inquire about financing for new construction or direct replacements only, please contact our office at 402-463-4853.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal business hours.

**SPECIFIC EXCLUSIONS**

1. Electrical work unless otherwise specified.
2. Refrigerant unless otherwise specified.

**Total Proposal as Outlined Above..... \$8,785.00**

Thank you,  
Kaylinn Nienhueser  
402-984-9369  
knien@ruttsheating.com

### ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

Customer Name and/or PO is needed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Service Agreement Savings: \$**

### Additional Terms & Conditions

- 1. Services.** Subject to the terms and conditions set forth in the Agreement (as defined below), the counterparty identified in this Agreement (“You”) engage **RUTT'S HEATING AND AIR CONDITIONING, INC.** (“Company.”) to provide, and the Company agrees to provide to You, only those services specifically described in this Agreement (“Services”).
- 2. Complete Agreement.** These additional terms and conditions are incorporated by reference into, and form an integral component of, the proposal, documentation or agreement provided to You by the Company (these additional terms and conditions, together with the proposal, documentation or agreement provided to You by the Company being, collectively, the “Agreement”). Company’s agreement to perform the Services is expressly conditioned on Your agreement with and acceptance of the express terms and conditions in this Agreement, as evidenced by your acceptance or signature of the Agreement. Neither this Agreement nor Your acceptance shall be deemed to include any additional or different terms proposed by You whether communicated orally or in writing that may add to, vary from or conflict with the terms of this Agreement, and Company expressly objects to any term or condition that may add to, vary from or conflict with the terms of this Agreement. You and Company shall mutually agree in writing upon any adjustment or change to the terms of the Services or this Agreement. Company shall not be responsible for any services or work not specifically listed in this Agreement.
- 3. Credit Approval.** This Agreement is subject to credit approval by Company. If the Company does not approve Your credit, or if the Company disapproves Your credit at any time during performance of the Services, Company may (in Company’s sole discretion, and at Company’s option), terminate this Agreement upon notice to You, delay or suspend performance of the Services without any liability, attempt to renegotiate any terms or conditions of this Agreement as Company may determine, and/or exercise any other rights or remedies available to Company. If Company elects, at any time to terminate this Agreement, then the Agreement shall terminate without any liability to Company and You shall immediately pay Company for Services provided prior to the date of termination along with any other costs or expenses incurred by Company in connection with, or in anticipation of, this Agreement and the Services.
- 4. Fees.** You shall pay Company all fees, costs, charges, expenses and other amounts (“Fees”) set forth in or contemplated in this Agreement. Unless otherwise specifically stated elsewhere in this Agreement, all Fees are calculated and determined based on Services being performed on business days and during normal business hours. Services performed on days other than business days and Services performed outside of normal business hours shall be performed at Company’s then-current overtime, holiday, weekend, evening or other applicable rates (as the same may be adjusted from time to time).
- 5. Taxes.** In addition to Fees, You shall pay Company all taxes and similar amounts or charges payable by the Company in connection with the Services and this Agreement.
- 6. Payment.** Unless otherwise specifically stated elsewhere in this Agreement, all payments (including Fees and taxes) are due immediately upon receipt of an invoice or similar document from Company. If payment is not made when due, Company’s remedies shall include, but not be limited to: (a) the assessment of a late charge of two percent (2%) per

month, or the highest rate permitted by law, whichever is less; (b) suspension of the Services until all payments due have been made; (c) termination of this Agreement; and/or (d) the filing and enforcement of a construction lien on Your property. You shall pay to Company upon demand all costs (including attorneys' fees) incurred by Company in collecting or attempting to collect amounts due or otherwise enforcing this Agreement.

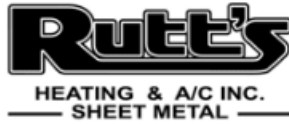
7. **Warranties.** Company warrants that the Services shall be performed in a workmanlike manner. Except as expressly set forth in this Agreement, Company makes no representations or warranties, express or implied or otherwise incorporated in this Agreement whether by statute, common law or otherwise, including without limitation, with respect to the Services, the quality of the Services, the results of the Services performed, including, without limitation, any warranties as to merchantability or fitness for a particular purpose, any warranties of correctness, completeness or accuracy, as well as any warranties arising from a course of dealing, usage or trade practice.
8. **Cooperation; Access.** You shall cooperate fully with Company to promptly provide any and all information reasonably requested by Company in connection with the performance of the Services. You shall provide Company with access to your property (and any other necessary premises), and provide Company with access to all required utilities, in order for Company to perform the Services. You shall cooperate with the Company, and provide the Company with such other access, cooperation and materials as the Company may request. Your property and premises shall be safe, shall be a suitable working condition, and shall be in compliance with all applicable laws, rules and regulations. Company may, without limiting any other rights or remedies available to Company, terminate this Agreement or suspend or delay performance of Services if You fail to comply with Your obligations under this Agreement.
9. **Indemnity; Limitations.** During the course of, and upon and after completion of the Services for any reason whatsoever, You agree to indemnify and hold Company and its members, managers, officers, employees, subcontractors, subsidiaries and affiliates harmless from and against any loss, liability, damage or expense whatsoever (including court costs and reasonable attorneys' fees) incident to any claim, action or proceedings against Company, or any member, manager, officer, employee, subcontractor, subsidiary or affiliate thereof, which arise out of or relate to, directly or indirectly, (a) any of Your actions or omissions that directly or indirectly cause any losses to the Company or that impact the timing, performance or quality of the Services; (b) any inaccurate or incomplete information provided by you to Company; (c) any breach of this Agreement by You; (d) any failure by You to adhere to any guidelines, recommendations or instructions from Company or any manufacturer or third party of any kind relating directly or indirectly to the Services or any equipment or materials used in connection with the Services; or (e) any other actions or omissions by You relating to the Services or this Agreement (including, without limitation, any fraud, negligence or misconduct). Company shall not be liable to You or any third party for any anticipated profits, special, indirect, punitive, incidental, lost profits, business interruption, loss of service, loss of business or consequential damages or penalties of any kind. Company's liability on any claim arising out of or relating to this Agreement or the performance of the Services or a breach of this Agreement shall in no case exceed the price paid by You to Company for the performance of the Services giving rise to the claim. You must commence any action against Company arising out of or relating to this Agreement, including, without limitation, for breach of this Agreement or any warranty associated with the Services, within one (1) year from the date the Services are completed by Company (or the termination of this Agreement, if earlier) or any such claim will be forever barred.
10. **Termination by Company.** Without limiting any other rights or remedies in this Agreement, You acknowledge and agree that Company may terminate this Agreement at any time without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination).
1. **Force Majeure; Unknown Conditions; Timing.** Company shall be excused from its obligations, and shall not be liable for any damages arising out of any delay or default in the performance of the Services, under this Agreement to the extent that any delay or failure in the performance of such obligations results from any cause beyond its reasonable control, including without limitation, performance by third parties, power failures, acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, acts of terrorism, severe weather conditions or labor problems. In the event Company determines that this Agreement cannot be performed as intended by the parties due to structural or other defects or conditions at or around Your property, Company may cancel this Agreement without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination). Any stated or estimated start date or estimated completion date set forth in this Agreement, if any, are merely estimates and are not a guarantee of performance by any certain date. Company shall not be liable for a failure to perform by or in accordance with any estimated dates, if any, set forth in this Agreement.
2. **Exclusivity.** You acknowledge and agree that Company shall be the sole and exclusive provider to You of the Services and any other services that are substantially similar to the Services, and You covenant and agree not to engage any other person or entity during the term of this Agreement to provide You with any Services which are the same as, or substantially similar to, the Services.
3. **Exclusions.** Without limiting any other rights or remedies of, or protections for the benefit of, Company, You acknowledge and agree that, unless otherwise specifically stated elsewhere in this Agreement, the Services do not include,

and Company shall not be responsible for or liable for, any claims, losses, damages or expenses in any way connected with, relating to or arising from, directly or indirectly, any of the following: (a) any guarantee of room conditions or system performance; (b) inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of You or others, damage due to freezing weather, calamity, malicious act, or any force majeure event; (d) any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) furnishing any items of equipment, material, or labor/, or performing special tests recommended or required by insurance companies or other third parties; (f) failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) building access or alterations that might be necessary to repair or replace Your existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) valves that are not factory mounted: balance, stop, control, and other valves external to the device; (j) any responsibility for design or redesign of any systems or equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) any services, claims, or damages arising out of Your failure to comply with its obligations under this Agreement; (l) Your failure to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Services are provided, including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) replacement of refrigerant and other fluids / supplies is excluded, unless replacement of refrigerant or other fluid / supply is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) any Services, claims, or damages arising out of refrigerant not supplied by Company. Further, You acknowledge and agree that You shall be solely and exclusively responsible for: (x) the cost of any additional replacement refrigerant, fluids or other supplies; (y) operation of any equipment; and (z) any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company

4. **Miscellaneous.** No provisions of this Agreement will be waived by any party except in writing, no waiver by any party of a breach shall be construed as a waiver of any subsequent breach by the same party. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions and applications of this Agreement shall remain valid and enforceable. This Agreement may be amended or modified only by a written amendment duly signed by each of the parties. The relationship of the parties established by this Agreement is of independent contractors. You may not assign your rights under this Agreement without the prior written consent of Company. This Agreement shall be construed in accordance with the substantive laws of the State of Nebraska. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be brought in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. You waive any right you may have to a jury trial with respect to any litigation arising under or in connection with this Agreement, regardless of theory of recovery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
5. Due to the evolving nature of U.S. trade policies, including the potential for new or increased tariffs, import duties, or other governmental fees affecting materials and equipment sourced internationally, *Rutt's Heating & A/C, and all affiliated entities* (hereinafter referred to as "Rutt's") reserves the right to adjust contract pricing to reflect these changes. If such tariffs or fees are imposed or increased after contract execution, any additional costs incurred will be passed through to the **Customer**. For the purposes of this agreement, **Customer** shall be defined as any entity or individual contracting with Rutt's for services, equipment, or installation, including but not limited to general contractors, property owners,

developers, subcontractors (such as plumbers and electricians), or any other party responsible for payment under the terms of this contract. Rutt's will notify the Customer promptly of any adjustments and provide supporting documentation. By signing this agreement, the Customer acknowledges and accepts this potential price fluctuation.





1001 W 1st St, Hastings, NE 68901

Company: Quail Run Golf Course  
Address: P.O. Box# 1677  
Columbus, NE 68601

Date: Mar 19, 2026  
Re: Replace 4-ton AHU and HP  
File Number: 100812  
Property: Quail Run Golf Course  
Address: 327 S. 5th Street  
Columbus, NE 68601

As requested, we are pleased to offer our proposal for the above referenced project as follows:

**SPECIFIC INCLUSIONS**

**Replace 4-ton AHU and HP**

Proposal to replace the large (4-ton) air handler and heat pump in the Pro Shop With a new 5-ton 15 SEER "Run Tru" by "Trane" system.

**Material Description**

- Run Tru A5AHC007A1D30A air handler
- Run Tru A5HP5060A1000A 5-ton 15 SEER heat pump
- 15kw heater package BAYHTR1517BRKA
- Filter rack BAYSF1235BAA
- Honeywell TH6320U2008 thermostat
- Refrigeration line set flush and repair
- Heat pump adjustable snow legs
- Condensate pipe
- Sheet metal to connect new system to existing duct  
reclaimer, recovery, filter drier, screws, sealer, etc.
- Shipping

**CLARIFICATIONS**

1. Our offer is firm for thirty days from the date listed above.
2. 50% down payment is required with the signed quote when equipment is being replaced, before equipment will be ordered. If paying by credit card, there will be a credit card surcharge fee of approximately 3% added to the invoice. To inquire about financing for new construction or direct replacements only, please contact our office at 402-463-4853.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal business hours.

**SPECIFIC EXCLUSIONS**

1. Electrical work unless otherwise specified.
2. Refrigerant unless otherwise specified.

**Total Proposal as Outlined Above..... \$10,520.00**

Thank you,  
Kaylinn Nienhueser  
402-984-9369  
knien@ruttsheating.com

### ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

Customer Name and/or PO is needed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Service Agreement Savings: \$**

### Additional Terms & Conditions

- 1. Services.** Subject to the terms and conditions set forth in the Agreement (as defined below), the counterparty identified in this Agreement (“You”) engage **RUTT'S HEATING AND AIR CONDITIONING, INC.** (“Company”) to provide, and the Company agrees to provide to You, only those services specifically described in this Agreement (“Services”).
- 2. Complete Agreement.** These additional terms and conditions are incorporated by reference into, and form an integral component of, the proposal, documentation or agreement provided to You by the Company (these additional terms and conditions, together with the proposal, documentation or agreement provided to You by the Company being, collectively, the “Agreement”). Company’s agreement to perform the Services is expressly conditioned on Your agreement with and acceptance of the express terms and conditions in this Agreement, as evidenced by your acceptance or signature of the Agreement. Neither this Agreement nor Your acceptance shall be deemed to include any additional or different terms proposed by You whether communicated orally or in writing that may add to, vary from or conflict with the terms of this Agreement, and Company expressly objects to any term or condition that may add to, vary from or conflict with the terms of this Agreement. You and Company shall mutually agree in writing upon any adjustment or change to the terms of the Services or this Agreement. Company shall not be responsible for any services or work not specifically listed in this Agreement.
- 3. Credit Approval.** This Agreement is subject to credit approval by Company. If the Company does not approve Your credit, or if the Company disapproves Your credit at any time during performance of the Services, Company may (in Company’s sole discretion, and at Company’s option), terminate this Agreement upon notice to You, delay or suspend performance of the Services without any liability, attempt to renegotiate any terms or conditions of this Agreement as Company may determine, and/or exercise any other rights or remedies available to Company. If Company elects, at any time to terminate this Agreement, then the Agreement shall terminate without any liability to Company and You shall immediately pay Company for Services provided prior to the date of termination along with any other costs or expenses incurred by Company in connection with, or in anticipation of, this Agreement and the Services.
- 4. Fees.** You shall pay Company all fees, costs, charges, expenses and other amounts (“Fees”) set forth in or contemplated in this Agreement. Unless otherwise specifically stated elsewhere in this Agreement, all Fees are calculated and determined based on Services being performed on business days and during normal business hours. Services performed on days other than business days and Services performed outside of normal business hours shall be performed at Company’s then-current overtime, holiday, weekend, evening or other applicable rates (as the same may be adjusted from time to time).
- 5. Taxes.** In addition to Fees, You shall pay Company all taxes and similar amounts or charges payable by the Company in connection with the Services and this Agreement.
- 6. Payment.** Unless otherwise specifically stated elsewhere in this Agreement, all payments (including Fees and taxes) are due immediately upon receipt of an invoice or similar document from Company. If payment is not made when due, Company’s remedies shall include, but not be limited to: (a) the assessment of a late charge of two percent (2%) per

month, or the highest rate permitted by law, whichever is less; (b) suspension of the Services until all payments due have been made; (c) termination of this Agreement; and/or (d) the filing and enforcement of a construction lien on Your property. You shall pay to Company upon demand all costs (including attorneys' fees) incurred by Company in collecting or attempting to collect amounts due or otherwise enforcing this Agreement.

7. **Warranties.** Company warrants that the Services shall be performed in a workmanlike manner. Except as expressly set forth in this Agreement, Company makes no representations or warranties, express or implied or otherwise incorporated in this Agreement whether by statute, common law or otherwise, including without limitation, with respect to the Services, the quality of the Services, the results of the Services performed, including, without limitation, any warranties as to merchantability or fitness for a particular purpose, any warranties of correctness, completeness or accuracy, as well as any warranties arising from a course of dealing, usage or trade practice.
8. **Cooperation; Access.** You shall cooperate fully with Company to promptly provide any and all information reasonably requested by Company in connection with the performance of the Services. You shall provide Company with access to your property (and any other necessary premises), and provide Company with access to all required utilities, in order for Company to perform the Services. You shall cooperate with the Company, and provide the Company with such other access, cooperation and materials as the Company may request. Your property and premises shall be safe, shall be a suitable working condition, and shall be in compliance with all applicable laws, rules and regulations. Company may, without limiting any other rights or remedies available to Company, terminate this Agreement or suspend or delay performance of Services if You fail to comply with Your obligations under this Agreement.
9. **Indemnity; Limitations.** During the course of, and upon and after completion of the Services for any reason whatsoever, You agree to indemnify and hold Company and its members, managers, officers, employees, subcontractors, subsidiaries and affiliates harmless from and against any loss, liability, damage or expense whatsoever (including court costs and reasonable attorneys' fees) incident to any claim, action or proceedings against Company, or any member, manager, officer, employee, subcontractor, subsidiary or affiliate thereof, which arise out of or relate to, directly or indirectly, (a) any of Your actions or omissions that directly or indirectly cause any losses to the Company or that impact the timing, performance or quality of the Services; (b) any inaccurate or incomplete information provided by you to Company; (c) any breach of this Agreement by You; (d) any failure by You to adhere to any guidelines, recommendations or instructions from Company or any manufacturer or third party of any kind relating directly or indirectly to the Services or any equipment or materials used in connection with the Services; or (e) any other actions or omissions by You relating to the Services or this Agreement (including, without limitation, any fraud, negligence or misconduct). Company shall not be liable to You or any third party for any anticipated profits, special, indirect, punitive, incidental, lost profits, business interruption, loss of service, loss of business or consequential damages or penalties of any kind. Company's liability on any claim arising out of or relating to this Agreement or the performance of the Services or a breach of this Agreement shall in no case exceed the price paid by You to Company for the performance of the Services giving rise to the claim. You must commence any action against Company arising out of or relating to this Agreement, including, without limitation, for breach of this Agreement or any warranty associated with the Services, within one (1) year from the date the Services are completed by Company (or the termination of this Agreement, if earlier) or any such claim will be forever barred.
10. **Termination by Company.** Without limiting any other rights or remedies in this Agreement, You acknowledge and agree that Company may terminate this Agreement at any time without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination).
1. **Force Majeure; Unknown Conditions; Timing.** Company shall be excused from its obligations, and shall not be liable for any damages arising out of any delay or default in the performance of the Services, under this Agreement to the extent that any delay or failure in the performance of such obligations results from any cause beyond its reasonable control, including without limitation, performance by third parties, power failures, acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, acts of terrorism, severe weather conditions or labor problems. In the event Company determines that this Agreement cannot be performed as intended by the parties due to structural or other defects or conditions at or around Your property, Company may cancel this Agreement without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination). Any stated or estimated start date or estimated completion date set forth in this Agreement, if any, are merely estimates and are not a guarantee of performance by any certain date. Company shall not be liable for a failure to perform by or in accordance with any estimated dates, if any, set forth in this Agreement.
2. **Exclusivity.** You acknowledge and agree that Company shall be the sole and exclusive provider to You of the Services and any other services that are substantially similar to the Services, and You covenant and agree not to engage any other person or entity during the term of this Agreement to provide You with any Services which are the same as, or substantially similar to, the Services.
3. **Exclusions.** Without limiting any other rights or remedies of, or protections for the benefit of, Company, You acknowledge and agree that, unless otherwise specifically stated elsewhere in this Agreement, the Services do not include,

and Company shall not be responsible for or liable for, any claims, losses, damages or expenses in any way connected with, relating to or arising from, directly or indirectly, any of the following: (a) any guarantee of room conditions or system performance; (b) inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of You or others, damage due to freezing weather, calamity, malicious act, or any force majeure event; (d) any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) furnishing any items of equipment, material, or labor/, or performing special tests recommended or required by insurance companies or other third parties; (f) failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) building access or alterations that might be necessary to repair or replace Your existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) valves that are not factory mounted: balance, stop, control, and other valves external to the device; (j) any responsibility for design or redesign of any systems or equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) any services, claims, or damages arising out of Your failure to comply with its obligations under this Agreement; (l) Your failure to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Services are provided, including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) replacement of refrigerant and other fluids / supplies is excluded, unless replacement of refrigerant or other fluid / supply is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) any Services, claims, or damages arising out of refrigerant not supplied by Company. Further, You acknowledge and agree that You shall be solely and exclusively responsible for: (x) the cost of any additional replacement refrigerant, fluids or other supplies; (y) operation of any equipment; and (z) any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company

4. **Miscellaneous.** No provisions of this Agreement will be waived by any party except in writing, no waiver by any party of a breach shall be construed as a waiver of any subsequent breach by the same party. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions and applications of this Agreement shall remain valid and enforceable. This Agreement may be amended or modified only by a written amendment duly signed by each of the parties. The relationship of the parties established by this Agreement is of independent contractors. You may not assign your rights under this Agreement without the prior written consent of Company. This Agreement shall be construed in accordance with the substantive laws of the State of Nebraska. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be brought in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. You waive any right you may have to a jury trial with respect to any litigation arising under or in connection with this Agreement, regardless of theory of recovery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
5. Due to the evolving nature of U.S. trade policies, including the potential for new or increased tariffs, import duties, or other governmental fees affecting materials and equipment sourced internationally, *Rutt's Heating & A/C, and all affiliated entities* (hereinafter referred to as "Rutt's") reserves the right to adjust contract pricing to reflect these changes. If such tariffs or fees are imposed or increased after contract execution, any additional costs incurred will be passed through to the **Customer**. For the purposes of this agreement, **Customer** shall be defined as any entity or individual contracting with Rutt's for services, equipment, or installation, including but not limited to general contractors, property owners,

developers, subcontractors (such as plumbers and electricians), or any other party responsible for payment under the terms of this contract. Rutt's will notify the Customer promptly of any adjustments and provide supporting documentation. By signing this agreement, the Customer acknowledges and accepts this potential price fluctuation.

