



**RESIDENTIAL OR COMMERCIAL MAINTENANCE AGREEMENT
TERMS AND CONDITIONS**

P & C Heating and Air Conditioning, Inc. (Contractor) agrees to perform two seasonal inspections per year, once during the heat season and once during the cooling season, unless specified differently. This agreement shall become effective upon payment by customer of the price on the initial or renewal invoice.

A. Work included in the two yearly maintenance inspections:

The inspections will be made by a qualified technician who will:

- Inspect, clean or replace standard 1" filters. Filters are provided by customer without charge or provided by P & C for a separate charge.
- Check refrigerant pressures
- Tighten electrical connections
- Check for proper voltage and amp draws
- Oil and grease motors if required
- Check belts for proper tension
- Check and clean condensate drain system within the unit
- Check whether the electrical controls are working properly
- Check the heating operation including the ignition sequence, safety controls and pilot performance if applicable
- Inspect the duct work and/or the air distribution system

There are no diagnostic charges for the two scheduled maintenance inspections. Diagnostic charges will apply for all other service calls. A Preferred Member will get preferential service over all other service calls for that day.

B. Discount labor and parts on other work:

Subject to their terms and conditions below, the customer will receive a fifteen percent (15%) discount on all standard charges for: (I) any repairs made to the customer's air conditioning and heating system during the maintenance inspection service call and (II) all other service calls and repairs during the ONE (1) year period of this agreement.

- **The 15% discount on charges includes:**
 - Repairs to the functional components of the air conditioning system
 - Repairs to the control's wiring between the indoor and the outdoor units, the thermostat and the power wiring controls within the unit

- Diagnostic charges and after hours service calls
- The 15% discount DOES NOT apply to any service calls or repairs:
 - For the replacement of:
 - Condensing units
 - Furnaces
 - Boilers
 - Evaporator coils
 - Due to alterations, additions, adjustments or repairs to the system made by others, unless authorized or agreed upon by the contractor
 - Due to fire, flood, acts of God, or improper use or abuse of the system
 - Required government regulations, codes or insurance company needs or requirements
 - Due to external power wiring, circuit breakers and disconnect supplying electrical service for the units
 - Due to ductwork, structural supports, or other sheet metal components which may deteriorate due to corrosion or rust
 - Due to incoming voltage problems

Customer acknowledges that, due to some manufacturers' designs, even with proper maintenance and service the condensate pan and the drain lines may clog, so the contractor is not responsible for any water damage due to the blockage of the condensate lines.



ADDITIONAL TERMS AND CONDITIONS

- I. The Customer will need to notify the Contractor, if not already notified, to schedule the air conditioning maintenance inspection in the spring and the heating maintenance inspection in the fall. If the Contractor does remind the Customer of the upcoming maintenance, the Customer is responsible for responding to the notifications and scheduling the appointment. The Customer must respond no later than **May 15** to schedule the air conditioning maintenance appointment and must respond no later than **December 15** to schedule the heating maintenance appointment. If the Customer does not respond by those dates, then the Customer forfeits the right to have the applicable maintenance inspection provided by the Contractor, but all other terms and conditions of this agreement shall remain in full force and effective including the discount for charges and other service calls.
- II. All service calls and repairs shall be made pursuant to and subject to the Contractor's standard sales and service agreement.
- III. **All systems must be accessible on the day of service so the technician can perform maintenance in one trip. Tenants will need to be notified beforehand in order for our technician to be able to reach all units.**
- IV. The Customer's sole remedy for breach of this agreement by the Contractor shall be a refund of the agreement price. **Contractor shall not be liable for any indirect or consequential damages, including but not limited to, loss of revenue or loss of use of any equipment or facilities.**
- V. This agreement may be terminated by either party upon 30 days written notice. A refund for the remaining contract period made on a pro rata basis, with deduction for work already completed.
- VI. **This agreement does not cover indoor air quality, and the Contractor makes no warranties or representation with respect to and has no liability with respect to indoor air quality.**
- VII. This agreement shall be automatically renewed from year to year. The Contractor shall have the right to increase the yearly residential or commercial maintenance inspection price each year and the Customer shall have the right to cancel the agreement within thirty (30) days from the date of any such price increase.
- VIII. We, P & C, consider an emergency to be no heat or air conditioning in a working home (not when one of the multiple systems is not working) and the outside temperatures are in an extreme range (35 degrees or less in the winter and 90 degrees or more in the summer). Also considered as emergencies are gas leaks, water leaks, concentration of carbon monoxide and fire or signs of potential fire such as smoke or sparks.
- IX. If you purchase extended warranty, then this maintenance membership **MUST** be renewed yearly, or your warranty contract will be canceled.

Residential Maintenance Membership Form

Customer Name: _____

Billing Address: _____

Service Address: _____

(if different than _____

billing address)

Outdoor Unit Model #:

MODEL	SERIAL

Furnace/Air Handler Model #:

MODEL	SERIAL

Evaporator/Strip Heat Model #:

MODEL	SERIAL

This agreement price for _____ HVAC system(s) is _____ per year.
Owner/occupant agrees to operate this equipment only according to the
manufacturer's directions.

CUSTOMER SIGNATURE

DATE

EMAIL

PHONE