

# COLKITT

## HVAC MAINTENANCE AGREEMENT

### SHEET METAL & AIR CONDITIONING

860 11th Street, Vero Beach, FL 32960  
 Phone: 772.562.4660 | Fax: 772.562.4773  
 www.ColkittAC.com  
 Lic. # CAC1817372 / CAC1817583

CUSTOMER INFORMATION	
NAME:	CUSTOMER #:
MAILING ADDRESS:	
SERVICE ADDRESS:	
PHONE:	EMAIL:

EQUIPMENT INFORMATION	PAYMENT INFORMATION
NUMBER OF A/C SYSTEMS: <span style="float: right;">One Year Agreement</span>	COST OF AGREEMENT: \$
START DATE: / /      EXPIRATION DATE: / /	PAYMENT TERMS: CASH   CHECK   CC      CHECK #:
AUTO RENEW?    YES <input type="checkbox"/> NO <input type="checkbox"/> CC #:	EXP. DATE: /      CODE:

This maintenance agreement is to provide you with a complete tune-up scheduled semi annually as described below for your air conditioning & heating equipment and/or pool heaters during the term indicated.

#### EACH TUNE-UP WILL INCLUDE:

- Clean & Check Condenser Coil
- Check Evaporator Coil for Cleanliness
- Check Voltage & Amperage on all Motors
- Check Starting Capacities
- Check Safety Controls
- Check Thermostat for Proper Operation
- Check for Proper Temperature Difference
- Check for Proper Air Flow
- Check & Adjust Blower Drive
- Check Condensate Pan & Clean if Necessary
- Check for Vibration & Noise
- Check Operating Refrigerant Pressures
- Lubricate Moving Parts as Necessary
- Add up to 2 Pounds of Refrigerant if Necessary
- Check All Electrical Connections
- Check Heater for Proper Operation
- Replace Filter Media (**EXCLUDES PLEATED FILTERS**)
- Make Recommendations for any Repairs Needed

In addition to the precision tune-ups, professional cleaning & maintenance services listed above, you will receive a 15% discount on service repairs & we will provide you with an emergency service that operates 24 hours a day, 365 days a year. Through our emergency answering service & stand-by personnel, we are always on call to furnish & install replacement parts necessary to maintain the listed equipment in good operation conditions.

#### TERMS & CONDITIONS

- This agreement must be paid prior to first tune-up or service.
- Colkitt (the "Company") agrees to perform all work professionally and to furnish only materials of good quality.
- The Customer provides reasonable access to all areas and equipment, and allows the Company to stop and start equipment as necessary to fulfill the terms of the agreement.
- All maintenance tasks will be performed during normal working hours, Monday through Friday, 8:00 am to 5:00 pm.
- The Customer agrees to inform the Company immediately of problems found in the operation of the equipment.
- Repair or replacement of non-maintenance parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, meters, structural supports and other non-moving parts, are not included in this Agreement.
- If the equipment covered is altered, modified, changed, moved or serviced by any other party, this Agreement may be adjusted accordingly or terminated.
- The Company will warranty all workmanship and labor for a period of thirty (30) days after service performed.
- Communication:** The Company will attempt to contact the Customer three (3) times via phone, email and/or postcard to schedule an appointment to perform tune-up. If Customer does not respond with-in thirty (30) days after last attempt, this Agreement shall be terminated until Customer contacts the Company. During this period, The Company will not be held liable of any damage that may be caused due to this failure.
- Parts and Availability:** All parts and labor not covered under this Agreement will be charged at applicable service and parts rates. All replacement parts are subject to availability. The Company will not be held responsible for discontinued or unavailable parts or materials.
- Notification of Property Transfer of Sale:** The Customer agrees that in the event that the property is sold or transferred during the period of this Agreement, he/she will notify the Company and the new owner within thirty (30) days of the sale or transfer. At that time the new owner will be required to execute a new Agreement. If no successive contract is executed, this Agreement shall terminate fifteen (15) days after the new Agreement is offered.

#### LIMITATIONS OF LIABILITY

- The Customer hereby releases the Company, and agrees to hold the Company harmless from liability for any loss, damage or injury to person or property unless such loss, damage or injury is solely caused by the negligence of the Company. Without limitation, the Company shall not be liable for any parts or labor due to abnormal conditions such as, but not limited to, water damage, freezing, floods, fires, wars, act of God, lack of access to property, power failures and/or brown outs, or any damages incurred by the Customer delays or failure to request service that is beyond the Company's control.
- The Company will not be held responsible for any system failures due to excessive debris in or around the air conditioning unit (internal and external). Such debris being, but not limited to, sawdust, insulation, construction/remodel debris, excessive pet hair, etc.
- The Customer expressly agrees to limit any liability of the Company for loss, damage, or injury of every kind arising out of or related to the Company's work performed under this Agreement to Customer or Customer's property, or any third-party or third-party's property, caused, in whole or in part, by the Company's negligence in the amount equal to the charge to the customer for the period of service during which such loss, damage, or injury occurs, and in no event, shall such liability of the Company exceed one thousand dollars (1,000.00) dollars.
- The Customer agrees and covenants the Company will not be held responsible for failure of any parts of the HVAC system not replaced or serviced by the Company.
- The Customer agrees and covenants that the Customer will provide notice to the Company of any and all claims related to or arising out of the Company's work performed for the Customer within thirty (30) days of discovering such claims and provide the Company an opportunity to address or other-wise cure such claims' should the Customer fail to provide timely notice required herein, the Customer shall be deemed to have waived any such claims. The Customer's obligation to provide notice within thirty (30) days of discovering such claims shall be an absolute condition precedent to bringing any legal action against the Company.
- Any Claims shall be heard before a non-jury trial. The Customer and the Company waive any rights available to a jury trial for matter stemming from this Agreement.
- This Agreement shall be subject to the governed as to its validity, interpretation, construction, effect and in all other respects by the laws of the State of Florida. In the event any suit a law or equity or administrative action is filed regarding this Agreement, the parties agree that the sole venue is Indian River County, Florida.

I HEREBY HAVE READ AND AGREE TO THE TERMS, CONDITIONS AND LIMITATION OF LIABILITY ABOVE:

Customers Signature: \_\_\_\_\_ Date: / /

Company Representative: \_\_\_\_\_ Date: / /