



# COMMERCIAL HVAC SERVICE AGREEMENT

**COMPANY: HENRY REBMANN PLUMBING HEATING AND AIR CONDITIONING, INC.**  
 844 WILLIS AVE, ALBERTSON, N.Y. 11507 Tel:746-5678 Fax: 294-6147

CUSTOMER: \_\_\_\_\_

TEL: \_\_\_\_\_

STREET: \_\_\_\_\_

TOWN/COMMUNITY: \_\_\_\_\_

ZIP: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_ / \_\_\_ / \_\_\_ TO \_\_\_ / \_\_\_ / \_\_\_

### Regular scheduled Service Will...

- \*\*Scheduled Filter Changes**
- \*\*Improve Operating Safety**
- \*\*Protect Your Equipment From Early Failure**
- \*\*Priority Repair Response Service**
- \*\*Lower Utility Costs**

### COVERED EQUIPMENT

<u>MODEL</u>	<u>S/N</u>	<u>TYPE</u>	<u>FILTER</u>
_YORK 5_TON RTU GAS/ELECT	_____	RTU SPL GAS H/P	_____X_____
_YORK 5 TON RTU GAS ELECT	_____	RTU SPL GAS H/P	_____X_____
_SPLIT HEAT COOL	_____	RTU SPL GAS H/P	_____X_____
_SPLIT HEAT COOL	_____	RTU SPL GAS H/P	_____X_____
_GAS BOILER 2 ZONE	_____	RTU SPL GAS H/P	_____X_____

### SCHEDULED MAINTENANCE

- SPRING START UP   1   \_\_\_\_\_
- \* Performance Check
  - \* Filter Change
  - \* Refrigerant Check

- FALL START UP   1   \_\_\_\_\_
- \*Heat Start up
  - \*Filter Change
  - \*Performance check

- 2 MID SEASON   1   \_\_\_\_\_
- \*Filter Change
  - \*Chk Occ Space/Set Point

### TERMS AND CONDITIONS

**1. SERVICE:** Service will be provided during normal business hours Monday thru Friday 8:00 am to 4:00 pm. The Company is not responsible for delays beyond Company's control, Acts of God, accidents, telephone/beeper problems or labor disturbances. Service shall be provided to the same location as originally agreed upon signing of this contract within the Company's service area. Service rendered after normal business & holidays hours shall be provided at 1 1/2 times normal rates.

**2. REPAIR PARTS:** Parts will be supplied at no cost under the manufacturer's warranty as long as the manufacturer's warranty is in effect, with the exception of items listed under 4 herein. . If repair parts are not available Company is released from any obligation to make repairs hereunder. Company is not responsible for damages arising from defective or damaged parts, parts inaccessibility, rusting, leaking, , sabotage, or parts not installed by the Company during the term of this agreement. Company is under no obligation to replace the equipment. Equipment replacement is the sole responsibility of the Customer. If the cost of repair is more than the cost of a new appliance, repair will not be performed under this contract.

**3. CONTRACT LIMITATIONS:** This contract does not cover losses, damages due to external causes not limited to unauthorized service rendered by other than Company Inc, Power loss/interruption, plumbing, water, foliage, acts of God or any other situation out of the Company's control. This contract shall begin and terminate as per the agreement dates provided payment is received by Company at least one (1) day prior to commencement of contract. Customer warrants that Customer is the Customer of the equipment covered.

**4. SERVICES AND ITEMS NOT COVERED.**

A. PLUMBING; LEAKING OR DAMAGE to: valves, Copper piping, Pans, Sheetrock, Flooring, Walls, Furniture, landscaping, household furnishings, automobiles

B. MISCELLANEOUS ITEMS: Light Bulbs, timers, programmable thermostats, pumps, sensors, transmitters or receivers

C. CENTRAL AIR CONDITIONING/HEATING/APPLIANCES: Sealed system parts (compressor, evaporator, condenser, piping, ) beyond the original manufacturer's warranty; Defrost boards, electric heaters, logic boards, circuit boards, expansion valves, air cleaning devices condensation pumps, humidifiers/dehumidifiers change over valves, zone valves, damper motors and controllers; Freon; Metal cabinets, burners, gas or oil heat equipment or components and finishes; Internal Heaters, hinges, contactors, motors, capacitors, switches, economizers, relays, thermostats, batteries, wiring, glass shelving, pads, duct work, rewiring due to shortages or sabotage by others.

D. ELECTRICAL Burglar alarms, panels, inadequate service, underground wiring, circuit breakers, disconnects,

Lighting fixtures, outside panels, attic & ceiling fans, switches & outlets, shorts, wall outlets & lighting.

**5. SCOPE OF SERVICE.**

This agreement is a maintenance service contract for the purpose of making only normal adjustments to the equipment. A seasonal start up and shut down with maintenance inspection including filter changes will be performed as needed. Filters for equipment shall be supplied by the Customer. The Company is not required under this agreement to make repairs, supply parts or materials necessitated by negligence or misuse of the equipment, work made necessary because of lease conditions, insurance requirements, government codes, building and union regulations, freezing, flood, fire accident, bacterial or other contamination, Acts of God or any other act beyond Company's control. Company makes no warranties as to the performance of existing equipment. The Customer agrees to allow free access to the specified equipment under this agreement to the Company. The Customer agrees to accept the judgment of the Company as to the best means or methods for repair of equipment. Failure to do so will release the Company of any obligation as stated under this agreement. This maintenance agreement does not include, and Company will not be responsible for; gas or water leaks or repair thereof, insulation and duct work, electrical service and control wiring failure, failures from inadequate power, plumbing and or leaks, scaling, corrosion, leakage or contamination of coils, condenser, evaporator or, refrigeration lines, recording or instrument lines, cabinet or condensate pans & lines, moving or relocating equipment, heating controls or burners. The Company shall not be responsible for obsolete parts or design changes. This

contract shall be null and void if at any time during this contract materials and or services are provided by any party than Company for the contracted equipment. Company Reserves the right to hire, if ever necessary, an independent subcontractor to provide service at any time. Company Inc is not responsible for food spoilage as a result of mechanical failure.

**6. Efficiency Test.** Company will, at Customer's request, option and expense, perform a yearly efficiency test. The test will be performed after any repairs or adjustments have been completed pursuant to this contract. Upon completion of the test, Company will provide Customer with a form listing the values for carbon monoxide, carbon dioxide or oxygen content, the net stack temperature, and the smoke level, as appropriate, and the steady-state efficiency (expressed in a percentage) determined there from.

**7. Insurance Law Disclosure (NYS Ins. Law 7905(c)).** Obligations of the Company under this contract are backed by the full faith and credit of the Company.

**8. Procedure to Obtain Service.** To obtain service under this contract, Customer must call the Company at the telephone number of the Company listed on the face of this contract.

**9. Assignment.** This contract may not be assigned by Customer without the express written consent of the Company, which consent will not be unreasonably withheld. Company may assign this contract upon five days' written notice to Customer.

**10. Termination.** This contract may be terminated by the Company without notice for nonpayment of any amounts due under this contract, a material misrepresentation by Customer, or a substantial breach of duties by Customer relating to the covered property or its use. This contract may be terminated by the Company on fifteen days' written notice to Customer for any other breach of this contract by Customer. This contract may be terminated by Customer on fifteen days' written notice to the Company for any breach of this contract by the Company, provided that Customer first gives Company written notice of any such breach, and Company fails to cure such breach within five business days from receipt of said written notice.

**11. Preexisting Conditions.** This contract does not cover preexisting conditions.

**12. Automatic Renewal.** This contract shall be renewed automatically each year unless at least thirty days prior to the expiration date of this contract, Customer mails to the Company written notice of cancellation of this contract by certified mail return receipt requested. Notice will be deemed given on the date of the postmark of such mailing. At least fifteen days and not more than thirty days previous to the time specified for serving such notice upon the Company, Company shall give to Customer written notice, served personally or by certified mail, calling the attention of Customer to the existence of this provision in the contract.

**13. RIGHT OF RESCISSION. CUSTOMER HAS THE RIGHT TO RETURN THIS CONTRACT WITHIN TCOMPANYNTY DAYS OF THE DATE OF MAILING OF THIS CONTRACT OR WITHIN TEN DAYS IF THIS CONTRACT IS DELIVERED TO CUSTOMER AT THE TIME OF THE SALE. RETURN SHALL BE MADE BY MAILING THE ORIGINAL CONTRACT OR A WRITTEN NOTICE STATING THAT THE CONTRACT IS BEING RETURNED TO THE COMPANY AT THE ADDRESS STATED ON THE FACE OF THE CONTRACT. IF NO CLAIM HAS BEEN MADE UNDER THIS CONTRACT BEFORE IT IS RETURNED, THIS CONTRACT SHALL BE VOID, AND COMPANY SHALL REFUND TO CUSTOMER THE FULL PURCHASE PRICE OF THIS CONTRACT. IF A CLAIM HAS BEEN MADE UNDER THIS CONTRACT BEFORE IT IS RETURNED, CUSTOMER WILL NOT BE ENTITLED TO ANY REFUND OF THE PURCHASE PRICE OF THIS CONTRACT. A TEN PERCENT PENALTY PER MONTH SHALL BE ADDED TO A REFUND THAT IS NOT MADE WITHIN THIRTY DAYS OF RETURN OF THE CONTRACT TO THE COMPANY.**

**14. LIMITATION OF LIABILITY; DISCLAIMERS. EXCEPT AS EXPRESSLY CONTAINED IN THIS CONTRACT, COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY**

OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. COMPANY AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY GENERAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STATUTORY OR OTHER DAMAGES FOR ANY BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, OR OTHER CAUSE ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, AND IN THE EVENT OF ANY SUCH LIABILITY AGAINST COMPANY AND ITS EMPLOYEES, SUCH LIABILITY SHALL BE LIMITED TO \$500.00, OR THE COST OF THE LABOR AND MATERIALS PROVIDED BY COMPANY, WHICHEVER IS LESS.

SUB TOTAL \$ \_\_\_\_\_

ACCEPTED BY,

8.75 % SALES TAX \$ \_\_\_\_\_

TOTAL DUE NOW \$ \_\_\_\_\_

\_\_\_\_\_  
Date