

## **E.F. Winslow Preventative Maintenance Agreement**

Complete form and mail to: E.F. Winslow 8 Reardon Circle S. Yarmouth, MA 02664

This agreement entitles you to a one time cleaning & service to the equipment selected below, a 10 % discount on all service calls (parts & labor), and priority scheduling. This agreement can be transferred. Your agreement price cannot be raised during the effective dates.

Name \_\_\_\_\_ Phone # \_\_\_\_\_

E-Mail \_\_\_\_\_ Alt Phone # \_\_\_\_\_

### **Location for service requested:**

Street \_\_\_\_\_ Town \_\_\_\_\_

### **Mailing Address:**

Street/PO Box \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### **Type of Plan:**

Gas Heat \$99.50

A/C \$99.50

Gas Heat & A/C \$199.00

### **Payment Information**

Check or Credit Card Accepted

Name as it appears on card \_\_\_\_\_

Master Card  Visa

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_

The Service Company agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.

This agreement does not include the maintenance, repair or replacement of refrigerant lines, recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non moving parts such as ductwork, vents, flues, or grilles. The Service Company shall not be required to furnish any equipment, service or materials or to perform tests or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay any future taxes imposed by any governmental agency.

The Service Company shall not be liable for: (a) damage or loss resulting from freezing, corrosion, electrolysis, vibration, plumbing stoppage, contaminated fuel, failure of utility service, low voltage condition, lightning, single phasing or other electrical abnormalities; (b) damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism, or improper operation of equipment by customer's employees, agents or tenants; (c) damage, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or another cause beyond its control; (d) any accident, injury, damage or loss of equipment, personnel, property or revenue unless directly caused by its negligence; (e) any indirect or consequential damages such as but not limited to, loss of use, of revenue or loss or loss of use of any equipment, process facilities; (f) any identification, detection, abatement, encapsulating, storage, removal, handling, recovery, recycling or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to, asbestos, certain refrigerants and used refrigerant oils. If any such materials are encountered during the course of work, the Service Company can discontinue the work until the regulated or hazardous substances have been removed or hazard has been eliminated and the Service Company reserves the right to be compensated for any loss or additional expense incurred.

Unless otherwise noted, The Service Company shall not be liable for equipment replacement, starting and stopping equipments, space temperature regulation, air balance, indoor air quality, equipment relocation or maintenance or non-emergency repair other than during normal working hours. If Customer requests non-emergency work be performed other than during normal hours Customer agrees to reimburse the Service Company for overtime pay or additional charges.

The Service Company shall use ordinary care in performing the tasks outlined in this agreement. No inspection shall guarantee the condition of the equipment or eliminate obsolescence and normal wear.

The occurrence of any of the following without prior written consent of the Service Company will constitute a default: (a) failure by the Customer to make any payment due within ten days after it becomes due and payable; (b) breach by Customer of any terms of this Agreement. If the Service Company brings legal action to enforce this Agreement, and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages.

This agreement contains the entire understanding between the Service Company and the Customer. Any modifications, amendments or changes must be in writing and signed by both parties.

This agreement is for on year from the effective date. Thereafter, it shall be automatically renewed for periods of one year, unless either party gives the other written notice of termination at least 30 days before the anniversary date. With 45 days written notice, the Service Company may add or delete equipment or service and add or reduce the agreement price. Customer shall have the right to terminate if any changes are not acceptable.

**SPECIAL DISCOUNT:** Your agreement gives you a 10% discount on parts and labor with any service call while the agreement is in effect.