

Heating Maintenance Agreement

Preventive Maintenance Charge

AGREEMENT TOTAL \$ _____

Full payment enclosed _____ Check # _____ Total \$ _____

Master Card / Visa / Discover / American Express

 Card Number

 Expiration Date

In accordance and with acceptance of the coverage and terms and conditions defined in this agreement, I authorize BSE Mechanical LLC. To perform services.

Signature		Date	Print Name	
Cell Phone #		Home Phone #		E- Mail address
Service Location				
Special Instructions				

Terms and Conditions

BSE Mechanical, LLC, hereafter referred as Contractor. Customer, Applicant, Property Owner, etc. hereafter referred to as Customer.

Inclusions: Service will be substantially as described in the Agreement, and not for coverage, components, products, parts or items not specifically listed herein. This Agreement assumes the system(s) covered are in maintainable condition and are complete systems, not individual components. If repairs are found necessary upon initial start-up for any reason due to accident, alterations, misuse or abuse, repair charges shall be submitted for approval by the Customer. Should these charges be declined those non-maintainable items will be eliminated from the Agreement. It is understood that preventative applies only to the systems and equipment covered by this Agreement.

Exclusions: Contractor shall not be responsible for charges for service or parts Customer has provide. Repair or replacement on non-maintainable components of the system (s) such as, but not limited to, ductwork, piping, cabinets, boiler refractory material, heat exchanger, insulating material, main power service and electric wiring, valve bodies, coils, radiators, structural supports, oil storage tanks, casings, Fixtures, water components (condensate pump, geothermal, boiler, chilled water systems), circuit breakers outside of blower cabinet, and other non-moving parts, are not included under this Agreement any alteration or deviation from this Agreement involving additional work cost of materials or labor will become an extra charge at Contractor's prevailing rates over the sum state in this Agreement. This Agreement does not provide for services rendered as a result of false alarms, fires, repairs due to misuse or neglect, theft, or acts of nature. Maintenance, repairs and labor for indoor air quality devices such as but not limited to; air filtration devices, ultra violet lighting, and heat recovery ventilators are not included in this Agreement.

Time of Agreement: Customer agrees to the Agreement for a minimum period of 12 months. The Agreement will remain in effect for a period of 12 months from the date of acceptance by the Customer and is renewable each subsequent year for as long as the covered equipment is

maintainable and payments are current. Coverage for repair labor and materials begins 30 days after acceptance by Customer and is subject to acceptance by Contractor. All work covered under this Agreement shall be performed during Contractor's normal business hours.

Price: The Agreement price is subject to adjustment annually on each commencement anniversary to reflect increases in, but not limited to, labor, material and insurances. Customer agrees to pay for any additional services, not covered by this Agreement, at Contractor's then prevailing rates.

Transfer: The Agreement is transferable to a new property owner of the covered location and/or equipment at no additional charge for the remainder of the Agreement period through written request.

Cancellation: Contractor may cancel the Agreement at any time for any reason. In the event Contractor cancels the Agreement, the return of premium shall be based upon 100% of prorated premium. Customer may not cancel the Agreement beyond 30 days after renewal, or after a service visit, whichever occurs first.

Access: Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion of this Agreement.

Warranty: Contractor disclaims any implied warranty of fitness for particular purpose. Contractor disclaims the implied warranty that the services performed by it will, in all cases, provide protection against mechanical systems breakdown or failure. Contractor disclaims any implied warranty of Merchantability. Customer agrees that Contractor is not an insurer and no insurance coverage is offered herein. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, illness or injury, claims of Customer's tenants or clients, or any special, direct, indirect or consequential damages caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond the control of the Contractor.