



## Sullivan Heating and Cooling

[www.SullivanHeatingCooling.com](http://www.SullivanHeatingCooling.com)

4054-NY 52 Suite #2  
Youngsville, NY 12791

**845-588-5433**



## Worry-Free Preventive Maintenance Service Agreement

<b>Customers Name:</b> _____	<b>Date:</b> _____
<b>Address:</b> _____	<b>Age of System:</b> _____
<b>City / Town:</b> _____	<b>Manufacturer:</b> _____
<b>Contact Number:</b> _____	<b>Email:</b> _____

**We propose to furnish the materials and/or perform the work below for the net price of \$ 135**

Don't be left without heat when you need it most. Peace of mind and heat is guaranteed with an annual Sullivan Heating and Cooling Residential Worry-Free Preventative Maintenance Service Agreement.

We are proud to offer you and your family the coverage you need for your gas heating system. Our Gas heat tune-up plan is one way of ensuring that your system is protected by guaranteeing that your repairs and maintenance can be completed promptly and professionally.

A system that is in good working order saves you money, fuel and potential headaches. Your plan covers one tune-up per year.

Tune-up will be performed between 8:00 a.m. to 3:30 p.m. Monday through Friday, holidays excluded.

**Priority service:** Service agreement customers will receive priority scheduling over non-contract customers for all service calls, emergency calls and/or other service requests.

**15% parts and labor discount:** If our inspection deems it necessary, maintenance service will be provided with your consent. You will then receive a 15% discount off prevailing rates for parts and labor.

- **Reduce system operating costs up to 15%**
- **Prolong the life of your equipment**
- **Improve comfort by maximizing efficiency**
- **Avoid untimely breakdowns**
- **Get Peace of mind by confirming the safe operation of your system**

# Gas Fired Forced Air Furnace

## ANNUAL INSPECTION FOR FORCED AIR OIL FURNACE:

Items to be completed will be as follows:

### One (1) Annual Service and Operational Inspection:

- Perform safety inspection of the heat exchanger
- Clean heater and chimney base
- Flue is inspected and cleared of any debris
- Furnace air filter is cleaned or replaced (customer provides air filter)
- Inspect, clean and lubricate all motors
- Reassemble Furnace
- Check sequence of operation and combustion air equipment
- Check fuel piping for leaks and proper support
- Perform combustion analysis and adjust burner to achieve optimum efficiency
- Clean and wax exterior of furnace
- Make written reports and notify homeowner of any items that need further attention

The Terms and Conditions set forth in this Agreement form an integral part of this Agreement and are expressly incorporated herein.

**Total Maintenance Service Agreement Price \$ 135.00**

Service Contract Start Date: \_\_\_\_\_

This proposal is hereby accepted, Sullivan Heating and Cooling is authorized to proceed

### Accepted:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Approval #: \_\_\_\_\_

### Approved:

\_\_\_\_\_  
**Joseph A. Velilla**  
**Managing Partner**  
**Sullivan Heating and Cooling**  
 Date: \_\_\_\_\_

## Terms and Conditions

### **PAYMENT TERMS:**

Customer shall pay Seller according to the terms contained in the Installation Proposal. Final payment shall be due after the work described in the Installation Proposal is substantially completed.

### **CHANGE ORDERS:**

During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Seller may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance.

### **WORK SCHEDULE:**

Work shall be completed within a reasonable time. Performance of this Agreement is subject to labor strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, unusual delays in transportation, Seller's ability to obtain materials, and/or any cause beyond Seller's control.

### **SUBSTITUTIONS:**

Should Seller be unable to obtain any material(s) specified in the Agreement or any Change Order, Seller shall have the right at its sole discretion to substitute comparable materials and such substitution shall not affect the Contract Price.

### **EXCESS MATERIALS:**

Extra materials left over upon completion shall be deemed Seller's property, and Seller may enter upon the Property's premises to remove excess material(s) at all reasonable hours.

### **SUPERVISION RESPONSIBILITY:**

Seller shall supervise and direct the work at Customer's Property, using reasonable skill and attention. Seller shall be solely responsible for the construction means, methods, technique, sequences, and procedures for all work performed at Customer's Property pursuant to this Agreement. Customer shall not interfere with Seller's work forces or Seller's subcontractors.

### **LIMITED WARRANTY:**

Seller shall provide Customer with a limited warranty on service and labor for the duration set forth in the Installation Agreement, beginning on the date of completion of services against defects in the quality of workmanship and/or materials ("Warranty Period"). Seller shall not be liable during or following the Warranty Period for any: (a) damage due to ordinary wear and tear or abusive use; (b) damage due to use of the equipment beyond the design temperatures (cooling set below 70°F, for instance); (c) defects that are the result of characteristics common to the materials used; (d) loss, injury or damages caused in any way by the weather elements; (e) conditions resulting from condensation on, or expansion or contraction or, any materials; (f) any water leak, blockage, freezing, or other malfunction of condensate or drain lines; and/or (g) air leaks arising from structural deficiencies within existing supply/return ducts or transitions. If Customer opts for a Warranty Period exceeding two (2) years, Customer agrees to maintain yearly service agreements with Seller for the entire duration of the Warranty Period; Seller shall not be liable for warranty repairs during the Warranty Period in the absence of such yearly service agreement(s). Customer is responsible to pay \$99 fee to transfer existing warranty to new customer within 90 days of closing. Customer is responsible for paying equipment manufacturer for any transfer of equipment warranty. Seller is not responsible for any warranties provided by the manufacturer. Seller makes no warranty to Buyer regarding materials and/or equipment installed (other than a warranty of title), and Seller authorizes no third person or party to assume any warranty obligation or liability on Seller's behalf. The only warranties applicable to the materials and/or equipment installed are those, if any, extended by the respective manufacturer that shall furnish to Buyer any and all applicable warranty documents. Seller hereby assigns to Buyer, without recourse, any applicable warranties extended to Seller. Such assignment shall constitute Seller's sole obligation and Buyer's sole exclusive remedy from Seller with regard to defective materials and/or equipment installed. This limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all representations made by Seller, and all other obligations or liabilities respective of the Services provided at the Property. Seller disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability. Under no circumstances shall Seller be liable to Customer for loss of time, loss of use, inconvenience, or any other incidental or consequential damages that may arise from this Agreement. Unauthorized repairs or attempted repairs shall void this warranty entirely.

### **DESIGN CONDITIONS:**

All equipment is designed according to the Manual J. standard design temperatures for Hudson Valley, NY (Cooling: 75°F indoor dry bulb temperature w/ 50% indoor relative humidity at 92°F outdoor dry bulb temperature. Heating: 70°F indoor dry bulb temperature w/ 50% indoor relative humidity at 23°F outdoor dry bulb temperature). Seller is not responsible for cooling/heating beyond the Manual J. standard design temperatures, high humidity levels, system reaching dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural tightness, ductwork conditions, home infiltration, leakage of ductwork, building materials and any other factor in the load calculation will be determined by the information the Customer provides to Seller upon initial consultation, Seller is not responsible for any problems incurred due to incorrect information provided by Customer at the time of consultation and load calculation. If Customer does not authorize Seller to conduct its own testing to determine load calculations, all insulation values, Seller shall size the new HVAC system based on the size of the existing HVAC system. In such case, Seller shall not be responsible for problems caused by over sizing (including without limitation short cycling, humidity control, and mold growth) or under sizing (including without limitation inability to heat or cool within the Manual J. standard design temperatures).

### **PERFORMANCE OR CONDITION OF EXISTING EQUIPMENT:**

Seller is not responsible for the performance, functionality, or compatibility of existing equipment, ductwork, duct board, controls, or other equipment/materials that is not replaced during a job installation and that Customer agrees to keep in place. In the event that the system fails to operate properly, the Warranty service will only cover the newly installed equipment, controls, or materials, as well as

## Gas Fired Forced Air Furnace Service Agreement

our workmanship. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Customer assumes all responsibility for any additional service charges that may be incurred.

### **EXISTING LINE SET:**

Seller is not responsible for any problems with heating or cooling due to the existing line set, which may require repair and replacement for an additional cost to the Customer in the event Seller is unable to pull a 500 micron vacuum on an existing line set. Should Customer reject Seller's recommendation to replace an existing line set, Seller's limited warranty is voided.

### **EXISTING GAS PIPING:**

Seller is not responsible for the condition of any existing gas pipe that is not readily accessible. Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

### **PAINT, PATCHWORK AND REPAIRS:**

Seller is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work.

### **PERSONAL PROPERTY:**

Seller is not responsible for damage to Customer's personal property left in or near the project area.

### **EXISTING ATTIC ACCESS STAIRS:**

In the event Customer's existing stairs cannot be safely utilized for the removal and installation of equipment, an alternate method or access may be required. Seller is not responsible for (a) the replacement or repair of attic steps or stairs that must be removed to complete removal or installation work; and/or (b) any property damage resulting from the removal of the attic steps or stairs.

### **MOLD:**

Seller shall not be responsible for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold. The discovery and/or removal of any mold or any hazardous materials is excluded from the scope of Seller's work, and Seller reserves the right to stop work until such mold or hazardous materials are removed.

### **INSURANCE AND WAIVER OF SUBROGATION:**

Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Seller waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

### **INDEMNIFICATION:**

Customer shall indemnify, defend, and hold harmless Seller and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Customer to comply with the requirements of the Agreement.

### **RISK OF LOSS:**

Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Seller shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. Customer shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against such loss.

### **SEVERABILITY:**

Should any part of this Agreement be adjudged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.

### **PERFORMANCE:**

If Customer fails to perform any of Customer's obligations herein or if Seller, in good faith, believes that the prospect of payment or performance to be impaired, Seller may upon seven (7) days written notice to Customer terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

### **COLLECTIONS:**

If amounts owing under this Agreement are not paid within thirty (30) days, Customer agrees to pay a late charge on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Seller's performance as complete under this Agreement unless Customer notified Seller in writing otherwise within thirty (30) days of substantial completion. Should Seller retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Seller's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

### **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between Customer and Seller. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.