

EDWIN STIPE'S HEATING AND AIR CONDITIONING

PREVENTATIVE MAINTENANCE PLAN GENERAL TERMS AND CONDITIONS

1. Preventative Maintenance Plans (the "Plan") are for a one (1) year period effective as of the date the date of execution of this Plan. The Plan will renew automatically every year unless otherwise terminated by either the Customer or Edwin Stipe's as set forth in these Terms and Conditions. No credit will be issued if the Plan is cancelled. If you change covered equipment, you must register the new equipment and begin a 30-day waiting period.
2. Edwin Stipe's agrees to provide services for the equipment as set forth in Exhibit 1 and at the rates set forth therein, which is attached hereto and incorporated herein by reference. Edwin Stipe's shall also notify Customer of any needed repairs to the equipment and ,upon a separate agreement between Edwin Stipe's and customer, shall perform such repairs at a preferred rate and on a preferred response basis. Failure to make material repairs as recommended by Edwin Stipe's, or repairs or alterations to the equipment made by others, shall release and terminate all obligations of Edwin Stipe's.
3. Edwin Stipe's will provide service as soon as practical and during regular business hours under normal conditions. Edwin Stipe's will not performany services for the Customer in the event any payment is past due.
4. The Plan does not cover labor or materials to repair damage to the heating system or residence caused by the Customer's neglect such as: failure to have sufficient fuel oil in the tank, excessive build up of dirt, insufficient water for boiler, blown fuses or other failure of electrical system, improper thermostat settings, having heating system switch in the "OFF" position, debris build-up in the air or venting systems, and other causes related to the improper operation or maintenance of the heating system by the Customer. Damage, repairs or replacement of parts or components caused by acts of God, rodents, fire, flood, freezing, storm or weather conditions, power loss or surges, water damage, and fuel flow problems are not covered by the Plan. The Plan covers selected parts on Residential Gas Furnaces, Gas Boiler, Heat Pumps, Outdoor Condensing units, Air Handlers, Oil Fired Boilers and Furnaces less than 85% AFUE and less than 1.5 GPH and/or 199,000 BTUH. Examples of components not included in the Plan are boilers, heat exchangers, balancing radiators, balancing air registers, ductwork, duct leakage, power failures, programmable thermostats, variable speed motors, power venters, draft inducers, switch off situations, above and underground fuel tanks and fuel problems, contaminated oil, draining and refilling hot water heating system, all water leaks, low water cut-offs, compressors, unstable conditions, poor domestic water conditions, summer winter hookup, air purging air purging and venting systems, baseboard heating, radiators, steam boilers, steam traps all associated piping, electronic air cleaners, humidifiers. The Plan also does not cover environmental clean up or waste disposal services in the event of a tank leak or system failure.
5. The Plan includes one annual cleaning, as scheduled by the homeowner. The travel or diagnostic fee will be waived for the annual cleaning. All other service calls will be charged a discounted travel or diagnostic fee and receive a discount on all parts and labor.
6. Parts and Labor discounts must be directly related to the appliance with coverage. All other equipment or appliances shall be billed at the rate that applies.
7. Equipment average expected lifetimes are as follows - gas or oil furnaces: 18 years; gas or oil boilers (hot water or steam): 21 years; air conditioners and heat pumps: 15 years; oil hot water heaters: 9 years. Equipment over the life expectancy shall not be eligible for renewal under the Plan.
8. Heating, air conditioning and water heating equipment must meet applicable codes and manufacturer installation requirements and be in good working condition at the time the Plan coverage begins. Equipment with pre-existing conditions requiring repairs will not be covered under the Plan. The choice of parts to be used for services under this Plan shall be at the discretion of Edwin Stipe's. In the event that parts are unavailable for certain makes of equipment such makes of equipment will be excluded from eligibility of coverage under this Plan. Edwin Stipe's reserves the right to refuse service on any equipment that, in their opinion, fails to meet the requirements as stated herein or which have exceed their average expected lifetime.
9. Customer shall assume responsibility for all service and material required due to utility issues of any nature, including, but not limited to electrical, solar, water and / or gas.
10. It is the customer's responsibility to call to schedule an appointment for the performance cleanings under the Plan. Cleanings must be performed during regular business hours. Emergency service calls take priority over any scheduled maintenance services. Emergency service calls are defined as follows: no hot water, no heat, oil leaks, or a dangerous situation. If non-emergency service calls are made outside of normal business hours, the customer agrees to pay a per call charge based on Edwin Stipe's then current rates.
11. Edwin Stipe's reserves the right to cancel and reschedule any annual maintenance due to excess emergency calls received on anyday.
12. In addition to the price for desired coverage, Customer agrees to pay Edwin Stipe's fees, rates, surcharges and other charges in effect on the date that services are rendered, which may include but not limited to, a response fee, fuel fee, or/and a materials handling fee. Edwin Stipe's reserves the right to change its fees and other charges from time to time without prior notice. Edwin Stipe's fees, and other charges, if any, are not refundable except to the extent that a refund may be required by law.

EDWIN STIPE'S HEATING & AIR CONDITIONING INC.

By _____

Name:

Title:

DATE:

[CUSTOMER NAME]

By _____

Name:

DATE: