



Maintenance Plan

Gold Plan

Customers Phone Number _____

THIS CONTRACT is made and entered into on (Date) _____, by and between AAAXtremeComfort (the "Service Company"), whose address is 13455 E Wade Hampton Blvd Unit 18, Greer, South Carolina 29651 and _____ (the "Customer"), whose address is _____, _____, _____.

WHEREAS Service Company is a company engaged in the business of servicing and maintaining commercial and residential heating and air conditioning systems and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have the Service Company furnish maintenance on the following: _____

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

Service Company shall maintain and service the following list of equipment (the "Equipment"): and keep the Equipment in good working order. Service Company shall provide scheduled preventive maintenance during regular business with the schedule to be based on the specific needs of the Equipment as determined by Service Company. In addition, Service Company shall provide unscheduled remedial maintenance ("on-call service") as and when

needed. Both scheduled and unscheduled service maintenance shall include the following as deemed necessary by Service Company.

- 2 Services Per Year
- Inspection of Outdoor Condenser Unit
- Thorough Cleaning of Condenser Coil
- Inspection and Service of the Systems Electrical Components, Connectivity Issues, and Electrical Wear and Tear Issues
- Checking System High and Low Voltages
- Checking Systems Control Voltages
- Checking Systems Refrigerant Pressures, Temperatures, Superheat, and Subcool
- Inspection of Indoor Equipment (if split system)
- Inspection of Indoor Coil (Evaporator) if Air Handler, Furnace system will have a 2 hour min. Fee (\$150.00) attached due amount of extended labor
- If coil is in need of cleaning a \$375.00 charge will be applied
- Inspection of system drain lines
- Clean Drain Lines if Needed
- Inspection of Drain Pan Safety Device (to Conform Performance)
- Inspection and Replacement of Capacitors, Relays, Contactors, Dual Capacitors, and Run Capacitors
- Complete Outside System Performance Check Along with Coil, Electrical, Drain Inspections, Parts Chemical, and Refrigerant are included
- Complete Inside System Performance Check Along with Coil, Electrical, Drain Inspections, Parts Chemical, and Supplies are included
- **50% off Service Calls**
- **35% off Any Major Repairs**

2. Trained Employees

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

3. Contract Price

(a) The Customer shall pay the Service Company at the rate of \$45.00 monthly for the regular services to be performed under this Contract.

(b) The amount specified in (a) above shall be adjusted annually to reflect any changes in the Service Company's cost of labor. 0 percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract with the percentage of increase or decrease in the straight-time hourly cost (which means the straight-time hourly labor rate, including fringe benefits) for the month within which the anniversary of the commencement of service under this Contract falls as compared with the straight-time hourly cost for the month within which the commencement date of service under this Contract falls.

(c) The amount specified in (a) above shall be adjusted annually to reflect any changes in the costs of the parts, equipment, and materials supplied by the Service Company under this Contract. (d) Amounts due to Service Company will be billed to Customer on a monthly basis and will be due and payable within 10 days thereafter.

4. Term of Contract

The term of this Contract shall commence on _____ and shall continue in full force and effect until it is terminated. Either party, by giving 30 days' written notice to the other party, may terminate this Contract either at the completion of the first _ years of service under this Contract or at the end of any subsequent year. In any event, this Contract shall be in effect for a minimum of _ year. A fee will be applied for the remainder of the year when canceled by the customer.

5. Miscellaneous Provisions

(a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the South Carolina, and all obligations of the parties created under this Contract are performable in Greenville County, South Carolina.

(b) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(c) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

(e) **Amendments.** This Contract may be amended by the parties only by a written Contract.

(f) **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

(G) **Major Repairs:** It is in the sole discretion of AAAXtremeComfort (the "Service Company") what a Major repair is classified as.

6. Signatures

This Contract shall be signed on behalf of AAAXtremeComfort by

(Print)_____ (Signature)_____ (Date)_____

Home Owner

(Print)_____ (Signature)_____ (Date)_____