 **Heating Venting Air Conditioning**

**Commercial Refrigeration**

License #: TACL/A/00051750/C (832) 420-8955

www.coldsolutionshvac.com beckandcall@coldsolutionshvac.com

**Maintenance Service Agreement** #\_\_\_\_\_\_\_

... at your Beck and Call

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | agrees to provide | # visits | complete, | Choose Plan | Maintenance Service Agreement |
| calls per year to | Full Name, | our valued customer. |



Our Maintenance Service Agreement will be performed during normal business hours so that we may provide you with the maximum efficiency at the lowest possible cost. With this service agreement we also commit to have services available 7 days a week including Holidays. ColdSolutions will respond to request in a timely manner as to minimize down time of equipment. The application of scientific, economic, and practical knowledge, in order to maintain equipment, systems, materials, and processes will be completed by each of our qualified technicians.

Fees For Service: Prices reflect labor only. Parts Not Included

* Regular Service: $ . per hour;
* Overtime Charges: $ . on After Hours, Weekends and Holidays
* Trip Charge: Only after Corpus Christi City Limits, Houston City Limits

Maintenance Service Agreement includes:

One Primary Fall/ Winter Maintenance

* **Clean Condenser Coils of every unit with Coil Cleaning Solution**.
* Check refrigerant pressures and temperature
* Test compressor & motors for voltage/amperage draws
* Lubricate any moving parts as per manufacture specs
* Adjust belts and replace where required.
* Test all safety features
* Check and replace filters
* Check supply and return air
* Check drain pans and lines
* Check Thermostat operations
* Check blower assembly
* Check and adjust heating unit, Inspect heat exchanger

One Primary Spring/Summer Maintenance

* **Clean Condenser Coils of every unit with Coil Cleaning Solution**.
* Check refrigerant pressures and temperature
* Test compressor & motors for voltage/amperage draws
* Lubricate any moving parts as per manufacture specs
* Adjust belts and replace where required.
* Test all safety features
* Check and replace filters
* Check supply and return air
* Check drain pans and lines
* Check Thermostat operations

Our Maintenance Service Agreement is designed and catered to you, our customer, and will afford you the following benefits:

* Extended equipment life
* Lower utility bills
* Higher efficiency
* Greater capacity
* **10%** **Discount** on all service calls

(Discount includes parts & labor)

* 24 Hour emergency service
* **Priority Service**…at your beck and call!
* Diagnostic of any required repair detected during Preventive Maintenance & Immediate Quote.
* Additional Benefits:

|  |
| --- |
|  |
|  |
| Customer Name: | Enter Name |
| Address: | Enter Address |
| City: | Enter City | State: | Enter State | Zip: | Enter Zip |
| Phone: | Enter Phone  | Email:  | Enter Email  |
|  Model #: | HVAC Units, Commercial Refrigeration, Ice Machines, Exhaust Fans, Make-Up Air Units. | Each added System:  | Enter Model |
| Serial #: | Enter Serial #  | Cost per Month | Enter Cost  |
| Additional Information: | Cost per Year | Enter Total Cost  |
|   |
| **PAYMENT SCHEDULE**Monthly payment schedule as indicated aboveOr50% on the day of the agreement is signed 25% on the day the first Primary Maintenance service is completed 25% on the day the second Primary Maintenance service is completed\*Please do not hesitate to ask us on different payment options. We are committed to service you!  |
| **ACCEPTANCE**I have the authority to order the above work and do so order as outlined above. It is agreed that ColdSolutions will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, ColdSolutions shall have the right to remove same and ColdSolutions will be held harmless for any damages resulting from the removal thereof. The prices, specifications, and conditions are satisfactory and are hereby accepted. ColdSolutions is authorized to do the work as specified. Payment will be made as outlined in this agreement. |
|  | Approval | Signature  | Date: | Enter Date |
|  | Print Name |  | Position | Enter Position. |
|  |  |  |  |  |
|  | Approval: | Signature  | Date: | Enter Date |
|  | Print Name |  | Position | Enter Position. |

De Santiago & Sons Inc. DBA ColdSolutions

**We are committed to serving your needs by providing guarantees, options, and alternatives. Our commitment to you will serve your needs in the present and for the long-run!**

**General Terms and Conditions of Service**

1. **Payment.** Charges for services under this agreement will be invoiced on a \_\_\_\_\_\_ basis. Payment on the invoice is due within 30 days of the date of the invoice. You agree that if payment is not made within 30 days, ColdSolutions has the right to assess and collect a late payment charge in the amount of \_\_\_\_\_% per \_\_\_\_\_\_\_\_\_ until paid. ColdSolutions has the right to withhold a credit card on file and charge the credit card upon service rendered.

2. **Agreement Term**. This agreement is effective on the date of payment of the invoice and will remain in effect for one (1) year, unless canceled in accordance with this provision. Either party may cancel the agreement at any time by providing 30 days written notice. Unless the agreement is voided as outlined here in provision 6, a pro-rata refund will be provided to you upon cancellation.

3. **Conditions of Coverage.** On the initial visit by ColdSolutions, our technician will inspect your system to ensure compliance with company criteria. Items determined necessary to bring the system up to these criteria will be your responsibility and acquired at your sole expense and the agreement will not apply until the criteria are met.

In the event that the system equipment under the agreement becomes no longer economically repairable, ColdSolutions will provide a quote to you for replacement. Until replacement takes place, no further service work will be performed.

 You must keep the system equipment accessible and free from any obstructions that prevent proper service work. The area around the equipment, including crawl space, must be dry. Attic units must have adequate flooring to service the system equipment. No exceptions will be made.

4. **Exclusions.** This agreement *does not cover:*

 a. Loss or damage resulting from fire, water, windstorm, hail, lightning, earthquake, tornado, hurricane or any other natural disaster, theft, riot, misuse or abuse, or any other circumstance beyond the control of ColdSolutions.

 b. High voltage electrical work, blown fuses, disconnects, circuit breakers, plumbing or piping, or other equipment beyond that listed herein, non-working parts of the equipment (diffusers, ductwork, blower housings, coils, unit cabinet, trim, pipes, supports, insulation, etc.), or additional equipment used in conjunction with the operation of the system (humidifiers, air cleaners, electronic thermostats, etc.).

5. **Liability Disclaimer.** You understand and agree that ColdSolutions, its directors, officers, employees, affiliates and agents shall in no event be liable for injury or damage to persons or property, incidental or consequential damages (including damages resulting from defects in or non- operation of equipment or its accessories, nor damages resulting from emergency drain pans or clogged condensate drain lines). Nor shall Coldsolutions, its directors, officers, employees, affiliates or agents be, in any event, liable for such damages that arise from and are attributable to customer’s own negligence.

6. **Voiding of Agreement.** This agreement is voided without notice or refund if you permit any person other than a ColdSolutions employee or authorized representative to perform service on the system equipment.

**KEEP THESE TERMS AND CONDITIONS FOR YOUR RECORD**