

AIR CONDITIONING & HEATING 14233 I - 10 EAST FREEWAY HOUSTON, TX 77015 713-451-9999 (ph) 713-451-9901 (fax) info@astrotexair.com

Preferred Customers

PREVENTIVE MAINTENANCE AGREEMENT

Customer Benefits

10% Discounts on Demand Service • Reduced Energy Bills • Priority Scheduling Prolonged Equipment Life • 2 tune-ups per year (1 spring/ 1 fall inspection)

• No Overtime Charges • Peace of Mind/Safety • Improved Indoor Air Quality • Satisfy the Maintenance Requirements for Manufacturer's Warranty

Your Preventive Maintenance Agreement Inspections will be performed only by a skilled qualified service technician, who is trained to make your Air Conditioning and Heating System operate as efficiently and economically as possible. Your Preventive Maintenance Inspections will be provided between March 1- May 30 (Spring 12-point Check) and October 1 - December 31 (Fall 12-point Check). Inspections sheets will be provided at each inspection.

(INSPECTIONS ARE REQUIRED TO BE PERFORMED WITHIN THE DATES LISTED & AT (1) ADDRESS ONLY OR CUSTOMER MAY FORFEIT INSPECTION!)

Basic Contract / \$179.00 : ______

Add'I Systems/\$139.00 per System: x () + ______

Total Annual Investment: ______

MAKE YOUR APPOINTMENT TODAY!
Sign & Return the contract by fax, email or mail

Customer Name: _______
Address: _______
City, Zip: _______
Phone: ______ Alt. Phone _______
Email Address: _______

Customer's
Signature: _______ Date: _______

General Terms & Conditions

- 1. The Service Company agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.
- 2. This agreement does not include the maintenance, repair, or replacement of refrigerant lines, recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non moving parts such as ductwork, vents, flues, or grills. The Service Company shall not be required to furnish any equipment, service, or materials or to perform tests, or make any modification that have been recommended or required by any insurance company, governmental authority, equipment vendor, or regulatory authority, or pay any future taxes imposed by any governmental agency.
- 3. Occasionally, the Service Company cannot properly run and test the equipment before initiation coverage. If we find any covered equipment in need of repair during initial start up and check out of the equipment, we will notify the customer in writing and will include a written estimate of required repairs and/or replacement of the equipment. At the time the Service Company will no longer be responsible for the equipment until after repairs or replacement authorized by the customer is completed. If authorization is not received within 30 days, an appropriate adjustment to the agreement price reflecting the deletion of this equipment will be made.
- 4. The Service Company shall not be liable for:
 - a. Damage or loss resulting from freezing, corrosion, electrolysis, vibration, plumbing stoppage, contaminated fuel, failure of any utility service, low voltage condition, lighting, single phasing or other electrical abnormalities.
 - b. Damage or loss resulting from negligence, faulty system design, abuse, acts of Nature, malicious mischief, vandalism or improper operation of equipment by customer, or any agents or tenants of the customer.
 - c. Damage, loss and delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion, or any other cause beyond its control.
 - d. Any accident, injury, damage or loss to equipment, personnel, property or revenue unless directly caused by its negligence;
 - e. Any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, process or facilities;
 - f. Any identification, detection, abatement, encapsulating, storage, removal, handling, recovery, recycling or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to, asbestos, certain refrigerants, and used refrigerant oils. If any such materials are encountered during the course of the work, the Service Company can discontinue the work until the regulated or hazardous substances have been removed or hazard has been eliminated and the Service Company reserves the right to be compensated for any loss or additional expense incurred.
- 5. Unless otherwise noted, the Service Company shall not be liable for equipment replacement, starting and stopping the equipment, space temperature regulation, air balance, indoor air quality, equipment relocation or maintenance or non-emergency repair other than during normal working hours. If customer requests non-emergency work to be performed other than during normal business hours, the customer agrees to reimburse the company for OT pay or any additional expenses.
- 6. The Service Company shall use ordinary care in performing the tasks outlined in this agreement. No inspection shall guarantee the condition of the equipment or eliminate obsolescence and normal wear.
- 7. This agreement is not transferrable to another location or refundable. In the event that the customer moves the inspections will be transferred to the new homeowner and completed per contract.
- 8. The occurrence of any of the following without prior written consent of the Service Company will constitute a default:
 - a. Failure by the customer to make any payment due within ten days after it becomes due and payable;
 - b. Any alterations, additions, adjustments, or repairs to covered equipment, by anyone other than the Service Company;
 - c. Breach by customer of any term of this agreement.

If the Service Company brings legal action to enforce this agreement, and is successful, it shall be entitled to recover reasonable attorney's fees and the cost of litigation in addition to any judgment for damages.

- 9. This agreement contains the entire understanding and reasonable consideration between the Service Company and the Customer. Any modifications, amendments or changes must be in writing and signed by both parties.
- 10. The customer shall operate the equipment in accordance with the manufacturer's recommendations and promptly notify the Service Company of any abnormal conditions.