

# Bay Breeze Heating and Cooling, Inc.

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

“Our Dedication Is Your Peace Of Mind”

## Peace of Mind Plan

Agreement # \_\_\_\_\_

Reference Invoice #: \_\_\_\_\_

\_\_\_\_\_  
(Customer Name)

\_\_\_\_\_  
(Service Address/Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(ZIP code)

\_\_\_\_\_  
(Home Telephone)

\_\_\_\_\_  
(Work Telephone)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Mailing/Billing address if different than service address)

**Types of coverage:**     Platinum Plan                       Gold Plan                       Silver Plan

Inspections per year 2

<input type="checkbox"/> Primary System	\$ _____
<input type="checkbox"/> Secondary System	\$ _____
<input type="checkbox"/> Additional System	\$ _____
<input type="checkbox"/> <b>Subtotal:</b>	\$ _____
<input type="checkbox"/> Multiple System Discount: 5 %	\$ _____
<input type="checkbox"/> <b>Accessory Total:</b> _____	\$ _____

**Service Agreement Total Fee \$ \_\_\_\_\_**

**Payment Monthly:** \_\_\_\_\_

**Payment yearly:** \_\_\_\_\_

Service Agreement start date: \_\_\_\_\_

Service Agreement expiration date: \_\_\_\_\_

**Bay Breeze Heating and Cooling, Inc.**

By: \_\_\_\_\_  
(Bay Breeze Representative)

\_\_\_\_\_  
(Date)

I have read and I understand the **FRONT AND REVERSE** of this Agreement. By signing this Agreement I agree to all of the terms and conditions set forth on **FRONT AND REVERSE** of this Agreement.

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)

SEE REVERSE SIDE FOR ADDITONAL TERMS AND CONDITIONS

## Agreement Coverage

**Platinum Plan (Full Coverage): Covers as Follows:** (2) 6 month inspections as set forth below per Agreement year depending on agreement. Platinum Plan covers all parts and labor within cabinets of equipment. Full Coverage contract valid on any piece of equipment with an age of 15 years or less as long as parts are available from the manufacturer. Any equipment over 15 years of age or if parts are no longer available from manufacturer will revert back to limited full coverage contract. Limited full coverage excludes coverage on Compressor, reversing valve, evaporator and condenser coils, expansion valves, accumulators, service valves and Freon and primary and secondary heat exchangers, oil burner, and fire box.

**Gold Plan (Limited Full Coverage): Covers as Follows:** (2) 6 month inspections as set forth below per Agreement year depending on agreement. Gold Plan covers all parts and labor except all parts and labor related to refrigeration circuit such as: compressor, evaporator coils, condenser coils, expansion valves, accumulator, reversing valve, service valves, Freon, and primary and secondary heat exchangers on furnaces, oil burner, and fire box, unless covered by manufacturer warranty. Any out of warranty parts will be charged out to customer at 10 % off normal rate of repair. This discount does not apply to equipment replacement.

**Silver Plan: Covers as Follows:** (2) 6 month inspections as set forth below per agreement year depending on Agreement. Any service call other than maintenance checks will be billed out for service at a discount rate of 10% off normal rate of repair. The discount does not apply to equipment replacement.

**Accessory Item Coverage (Only available in addition to Gold and Platinum Plans):** Accessory item coverage is not available on the Silver plan unless system has part and labor warranty. Accessory item coverage adds to Gold or Platinum Plan parts and labor coverage for those items specifically listed on the front of this Agreement and may include Electronic Air Cleaner, Digital Thermostats, Humidifier, U.V. Lights, Zone Controls, dehumidifiers and condensate pump.

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### Additional Agreement Terms and conditions

**All equipment must be brought up to normal operation as stated by manufacturer at owner's expense, and a Bay Breeze representative must sign this Agreement before Bay Breeze will accept contract**

- \_\_\_ Contract price is guaranteed to increase no more than a 10% increase on contract each year provided contract is renewed prior to its expiration date and the renewal is paid in full in a timely fashion.
- \_\_\_ Any parts that are needed are to be sent out at normal shipping rates unless it is an emergency. If parts are not an emergency customer can elect to pay for expedited shipping to speed up process.
- \_\_\_ Inspections are recommended on 6 months increments from last check. Maintenance is based on runtime of equipment.
- \_\_\_ This Agreement covers only parts and labor within systems cabinets and excludes duct work, electrical or plumbing work beyond the units or work required due to the negligence or misuse of the equipment or because of fire, tampering, vandalism, flood, lightening, electrical surges, Acts of God, or government, or circumstances beyond our control.
- \_\_\_ Service Agreement maintenance checks to be performed during normal working hours (Monday thru Friday 8 a.m. to 5 p.m.). Bay Breeze provides emergency service for heating season Monday thru Sunday 8 a.m. to 10 p.m. and during cooling season Monday thru Sunday 8 a.m. to 8 p.m. Any calls needed that are not an emergency will be handled during normal working hours. If not an emergency we can come out for a charge or call will be handled during next business day. (Emergencies are deemed as no heat at all or medical emergencies for cooling season. Any customers that have Back-up heat or no cooling after hours will be addressed during next business day unless it is an emergency)
- \_\_\_ Any work done on system other than by Bay Breeze voids this Agreement.
- \_\_\_ This Agreement covers only equipment at stated service address on front of this Agreement. All repairs are done with customer approval only
- \_\_\_ Any lack of maintenance beyond our checks shall result in a charge for cleanings and/or repairs caused by a lack of maintenance.
- \_\_\_ Nuisance calls such as: (dirty filters, switches or breakers off, etc.) will be charged and paid by customer at standard rates.
- \_\_\_ The liability of Bay Breeze for loss or damages of any kind shall not exceed the amount of the Service Agreement Fee set forth on the front of this Agreement. Bay Breeze will not be liable for damages or loss or any excess cost caused by delay of services.
- \_\_\_ Bay Breeze will not be liable for any operating cost of the equipment such as high electric bills, cost or excess consumption of fuel.
- \_\_\_ Bay Breeze shall not be required to remove, replace, or alter any part of building structure in the terms of this Agreement.
- \_\_\_ Bay Breeze will be provided with adequate electrical, water, and drain facilities for the maintenances.
- \_\_\_ The Customer is responsible for calling to get maintenance scheduled. No refunds of monies will be given due to a missed inspection due to failure of customer to schedule the inspection and any spring or fall inspections will be forfeited.
- \_\_\_ This agreement can be paid monthly as long as there is a valid credit card on file. The payment will be charged the first of every month unless cancelled in writing. If paid monthly the contract will auto renew after the twelve month period unless contract is cancelled in writing. If contract is cancelled before a twelve month period the credit card will be charged in full for remaining balance of the contract year.
- \_\_\_ This Agreement is effective for a period of 12 months and shall terminate unless renewed by the date of the service Agreement expiration set forth on the front of this Agreement or an inspection fee will apply to reinstate this Agreement.
- \_\_\_ This Agreement constitutes the entire Agreement and understanding between parties. This Agreement becomes effective upon receipt in full of specified Service Agreement Fee and written approval by a Bay Breeze representative.
- \_\_\_ This Agreement shall be governed for all purposes by the laws of the State of Maryland. Unless otherwise provided, if any provision of this Agreement is declared void the provision shall deemed to be severed from this Agreement, and all other provisions will otherwise remain in full force and effect.
- \_\_\_ **Interest, Costs, and Attorney's Fees-Any payments not made in a timely fashion shall bear interest at the rate of twelve percent (12%) per annum. In addition, should Bay Breeze be required to file suit to collect any sums due and owing under the Agreement, Bay Breeze shall be entitled to recover Court costs and reasonable attorney's fees.**