

PLEASE CHOOSE ONE OF THE FOLLOWING SERVICE PACKAGES
BY PLACING AN X IN THE APPROPRIATE BOX

PLEASE NOTE THAT FILTERS ARE NO LONGER INCLUDED
WE WILL FURNISH FILTERS BY THE CASE (12 PER BOX)

RESIDENTIAL SERVICE MAINTENANCE AGREEMENT

CUSTOMER: Mary and John Smart
ADDRESS 123 Main Street
Anytown, NY 10500

DATE: July 1, 2008
Silver/Gold/Platinum Contract
FROM: 6/1/2008
TO: 5/31/2009

- SILVER:** Two (2) Preventative maintenance visits (spring & fall) (labor included)
- Includes:**
- Filter change (spring & fall)
 - Humidifier service (fall)
 - System function check (temperatures)
 - Condensate line check (spring & fall)
 - Check electrical systems (spring & fall)
 - Check thermostat operations (spring & fall)
-
- **No trip charge**
 - **Parts not included**
 - **Preferred Service Scheduling**
 - **Additional service: see rates below**

SILVER SERVICE: \$ 260.00 plus tax

* Additional systems above two (2): \$ 85.00 each

- GOLD:** Two (2) preventative maintenance visits (spring & fall) (labor included)
- Same as Silver coverage and also includes:**
- 10% Discount on service rates
 - 10% Discount on parts (Labor included during normal business hours**)
 - Two (2) additional Service calls

GOLD SERVICE: \$ 520.00 plus tax

*Additional systems above two (2): \$ 120.00 each

- PLATINUM:** Two (2) preventative maintenance visits (spring & fall) (labor included)
- Same as Silver and Gold coverage**
- **Plus:** Labor included during normal business hours **

PLATINUM SERVICE: \$ 850.00 Plus tax

*Additional systems above two (2): \$ 300.00 each

SERVICE RATES:	** 8:00 a.m. to 4:30 p.m.	<u>\$ 126.00</u>	per man hour for 1 st hour
	** 8:00 a.m. to 4:30 p.m.	<u>\$ 98.00</u>	per man hour after 1 st hour
	4:30 p.m. to 8:00 a.m.	<u>\$ 147.00</u>	per man hour
	Sat., Sun. & Holidays	<u>\$ 196.00</u>	per man hour
	** Normal business hours		

AMOUNT DUE: Depends on contract

In consideration of the punctual payment by Owner of the basic charge prescribed below, Company hereby undertakes to service and maintain in good condition and working order during the specified term all of the items of machinery and equipment specifically listed on the Schedule noted on the reverse side hereof (herein called "Covered Equipment") to which this Agreement is expressly limited. This service and maintenance by Company includes only the labor to repair the Covered Equipment and only the materials specifically listed on the reverse side hereof as and where presently installed. If replacement parts are not readily available from Company's regular sources of supply under normal trade conditions, Company may use such substitute parts as it may select.

PAYMENT TERMS: DUE UPON ACCEPTANCE

In addition to regular periodic checkups to be made by Company as it deems necessary, service calls will be made without extra charge by Company (if labor is included in service plan) but only during its regular working hours and receipt of Owner's notification provided, however, that avoidable "nuisance" service calls made at the instance of Owner for break-downs of the Covered Equipment caused by blown fuses, shut-off or other failure of electricity or water supply, open switches or valves, or any other reason not due to inherent defect of the Covered Equipment and all emergency service calls required by Owner to be made outside of Company's regular working hours shall be paid for by Owner as extra charges as and when billed by Company in accordance with its then current rates. All service calls will be made by Company only in the chronological order notifications from customers are received and usually within twenty-four (24) hours after such receipt depending on Company's workload backlog then on hand. In no event shall Company be liable in any respect (whether for spoilage of goods or products, loss of production, business or profits, or any other items) to Owner because of any actual or alleged delay in performance for any reason whatsoever including, but not limited to, work-load backlog, strikes, lockouts, accidents, riots, shortage or unavailability of parts or other materials, transportation problems, acts of God, acts of governments, or for any other cause within or beyond the control of Company.

Owner shall operate the Covered Equipment throughout the term hereof in strict accordance with Company's instructions, and shall report to Company all abnormal or unusual operations and manifest irregularities and defects of the Covered Equipment forthwith upon occurrence, and shall refrain from operating said Covered Equipment after discovery thereof until corrected. Owner shall be responsible for all costs and expense caused by its failure to comply therewith. Owner, at its own cost and expense, shall comply with all laws and regulations of every governmental body and agency having jurisdiction over the installation and operation of the Covered Equipment, shall furnish all water, power and other utilities, if any, needed for the proper operation of the Covered Equipment, and shall further permit Company to have ready access at all times to service and maintain the Covered Equipment in accordance herewith.

The original term of this Agreement shall be for a period of time as specified on the reverse side hereof, unless sooner terminated as hereinafter provided, and shall, upon the expiration of the original term, be deemed automatically extended from year to year, for periods of one year each, unless either party gives notice to the other, by certified mail return receipt requested at least Thirty (30) days prior to the expiration of the original term or of any yearly period, of its intention to terminate this Agreement upon the expiration of the original term or the then current yearly period. Thereupon the term hereof shall cease and expire on the date fixed in said notice.

The basic annual charge to be paid by Owner to Company for such service and maintenance to Company for such service and during the original term and any extension thereof shall be the sum, and shall be payable, as specified on the reverse side hereof.

If, at any time during the term hereof, Owner defaults in the full, prompt and faithful performance of all of the terms and provisions of this Agreement on its part to be performed and such default continues for a period of ten (10) days, or if a petition is filed by or against Owner under any provision of the Bankruptcy Act or other insolvency laws, or if Owner becomes insolvent or makes an assignment for the benefit of creditors, or an attachment or execution is levied against, or a Receiver is appointed for, any portion of the Covered Equipment, or, in the sole judgment of Company, the existing components or usage of the Covered Equipment are materially changed, or the Covered Equipment is serviced by anyone other than Company, then and in any of such events the term of this Agreement shall, at the sole option of Company, cease and expire without further notice and thereupon the Company shall be deemed relieved of all further obligations hereunder and, in addition to all other remedies available to Company pursuant to law, the full amount of the basic annual charge for the entire original term or then current yearly period shall become due and owing to Company forthwith and without demand, without any counterclaim or offset whatsoever.

This Agreement contains the entire understanding between the parties. All prior oral and written representations made by either party to the other shall be deemed to be merged herein. This Agreement may not be changed orally and all of its terms and provisions shall be binding upon, and inure to the benefit, of the parties hereto, their successors and assigns.

APPROVED AND ACCEPTED:

Submitted By:

(Name of Owner)

Phoenix Mechanical Corp.

By: _____

By: _____

(Indicate whether proprietor, partner or officer.)
Owner

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