



10 Edgerton Drive
North Falmouth, MA 02556

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MAINTENANCE AGREEMENT

Heating and cooling systems have an inconvenient way of failing when the weather is at its worst – on the coldest day of a frigid winter, or during a sizzling summer heat wave - times when you depend on your comfort system the most. Barrett Plumbing and Heating's Maintenance Program helps avoid breakdowns as well as protect and prolong the life of your equipment. A thorough inspection by our licensed and trained technicians will give you the peace of mind of knowing your system is being properly maintained and operating at its peak efficiency.

Barrett Plumbing and Heating will annually inspect, clean and advise you as to any needed repair (no repairs are made without your approval) of the equipment indicated in this agreement.

Barrett Plumbing and Heating will contact you to schedule a convenient appointment (Monday through Friday) for the annual cleaning and service of the equipment selected in this agreement. Heating systems will generally be scheduled in the late summer and fall – A/C service in the spring.

This agreement entitles you to receive a 10% discount on parts and labor with any service call for the length of this contract.

PREVENTATIVE MAINTENANCE PROGRAMS:

- \$ 99.00 GAS HEAT
- \$150.00 A/C
- \$125.00 GAS HEAT WITH ELECTRONIC AIR CLEANER
- \$250.00 HIGH EFFICIENCY BOILER
- \$ 50.00 HUMIDIFIER
- \$ 99.00 HEAT PUMP

Please complete this page and return it with payment to:

Barrett Plumbing & Heating, Inc.
10 Edgerton Drive
North Falmouth, MA 02556

NAME _____

PHONE NUMBER _____

EMAIL ADDRESS _____

ADDRESS: _____

BILLING ADDRESS – IF DIFFERENT _____

PAYMENT INFORMATION: (Visa or MasterCard)

NAME ON CREDIT CARD _____

CARD NUMBER _____

EXPIRATION DATE _____ 3-DIGIT SECURITY CODE _____

Please Check the Maintenance Plan That Best Suits Your Needs

- | | | <u>BRAND AND MODEL #</u> |
|-----------------------|----------|-------------------------------------|
| <input type="radio"/> | \$ 99.00 | GAS HEAT _____ |
| <input type="radio"/> | \$150.00 | A/C _____ |
| <input type="radio"/> | \$125.00 | HEAT – ELECTRONIC AIR CLEANER _____ |
| <input type="radio"/> | \$ 50.00 | HUMIDIFIER _____ |
| <input type="radio"/> | \$ 99.00 | HEAT PUMP _____ |
| <input type="radio"/> | \$250.00 | HI EFFICIENCY BOILER _____ |

TOTAL \$ _____

Signature _____ Date _____

Please enclose a check for the total amount due or we will accept Visa or MasterCard payment.

ADDITIONAL SERVICES
(Not included in Maintenance Agreement)

\$ 50.00 AIR DUCT CLEANING (PER OUTLET)

When was the last time you had your ductwork cleaned? It is recommended ductwork be cleaned every 5 – 7 years to ensure your heating/cooling system runs efficiently and to improve the indoor air quality in your home.

NUMBER OF AIR DUCTS _____ @ \$50.00 EACH = \$ _____

Please enclose a check for the total amount due or we will accept Visa or MasterCard payment

GENERAL TERMS & CONDITIONS

Agreements are pre paid and valid for one year and will renew automatically every year unless terminated by either the customer or Barrett Plumbing & Heating, Inc. at least 30 days before the anniversary date. With 45 days written notice, Barrett Plumbing & Heating, Inc. may add or delete equipment or service and add or reduce the agreement price. Customer shall have the right to terminate if any changes are not acceptable. No credit will be issued if the Plan is canceled before the expiration date. In the event that the residence is sold, the Plan is non-transferable.

Equipment must meet state and local code requirements and be in good working condition. Barrett Plumbing and Heating, Inc. reserves the right not to repair an appliance and recommend equipment replacement, if the estimated cost of repair is greater than the value of the appliance, in which case, replacement will be at the customer's expense.

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 grilles. Barrett Plumbing & Heating, Inc. shall not be required to furnish any equipment, service or materials or to perform tests or make any modifications 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.

Barrett Plumbing & Heating, Inc. shall not be liable for: (a) damage or loss resulting from freezing, corrosion, electrolysis, vibration, plumbing stoppage, contaminated fuel, failure of utility service, low voltage condition, lightning, single phasing or other electrical abnormalities; (b) damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism, or improper operation of equipment by customer's employees, agents or tenants; (c) damage, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or another cause beyond its control; (d) any accident, injury, damage or loss of 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 use, of revenue or loss of use of any equipment, process 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 work Barrett Plumbing & Heating, Inc. can discontinue the work until the regulated or hazardous substances have been removed or hazard has been eliminated and Barrett Plumbing & Heating, Inc. reserves the right to be compensated for any loss or additional expense incurred.

Unless otherwise noted, Barrett Plumbing & Heating, Inc. shall not be liable for equipment replacement, starting and stopping equipments, 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 be performed other than during normal hours Customer agrees to reimburse Barrett Plumbing & Heating, Inc. for overtime pay or additional charges.

Barrett Plumbing & Heating, Inc. 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.

The occurrence of any of the following without prior written consent of Barrett Plumbing & Heating, Inc. will constitute a default: (a) failure by the Customer to make any payment due within ten days after it becomes due and payable; (b) breach by Customer of any terms of this Agreement. If Barrett Plumbing & Heating, Inc. brings legal action to enforce this Agreement, and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages.

This agreement contains the entire understanding between Barrett Plumbing & Heating, Inc. and the Customer. Any modifications, amendments or changes must be in writing and signed by both parties.