

Perry HVAC

"The Roof Top Experts"

Since 1954

BBB Accredited - Rated A+

HVAC Maintenance Agreement

Project Location: _____

This Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions

Term of this Maintenance Agreement: One year starting: _____

Cost of this Maintenance Agreement: _____

Payable Quarterly in Advance: _____

Freon Charge: \$25.00 per pound. This is an additional charge to this maintenance agreement and will be billed separately to the client.

Agreement:

Page 1	Summary & Signature
Page 2	List of Covered Equipment
Page 3	Services Covered
Page 4	Terms & Conditions

Perry HVAC ("Perry")
10000 North Central Expressway,
Suite 400, Dallas, Texas 75231
(214) 676-2424

("Client")

Robert H. Baker

By:

Date: _____

Date: _____

List of Covered Equipment

Services Covered

Spring

- Replace Filters
- Blow Out Condensate Drain and Clean Pan
- Wash condenser coil
- Measure Freon Level and fill as needed
- Visually Inspect for Refrigerant Leaks
- Check supply and return air temperatures
- Inspect Electrical Disconnect for proper operation
- Tighten Electrical Connections
- Measure and record Volts/AMPS on Motors
- Check Thermostat Operation
- Inspect Safety Controls (If applicable)

Summer:

- Replace Filters
- Measure Freon Level and fill as needed
- Blow Out Condensate Drain and Clean Pan
- Check supply and return air temperatures
- Lubricate all motors and non-sealed moving parts
- Inspect and replace as needed Belts

Fall:

- Replace Filters
- Inspect Adjust Ignition and Burner Assembly (Gas)
- Inspect Heat Exchanger (Gas)
- Sequence Electric Heat, Check AMP Draw (Electric)
- Inspect and Adjust Indoor Blower Components
- Tighten Electrical Connections
- Blow Out Condensate Drain and Clean Pan
- Check Thermostat Operation
- Cycle Heating and Cooling
- Check Outside Air Economizer (If Applicable)

Winter:

- Replace Filters
- Inspect and replace as needed Belts
- Lubricate all motors and non-sealed moving parts
- Blow Out Condensate Drain and Clean Pan
- Cycle Heating and Cooling
- Inspect Adjust Ignition and Burner Assembly (Gas)
- Inspect Heat Exchanger (Gas)

Terms and Conditions

1. This agreement is by and between "Perry" and "Client". This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this lease
2. The Client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufactures guidelines of operation.
3. Perry shall provide all the material and labor to perform the schedule maintenance outlined in this Agreement on page 3.
4. Planned and routine maintenance services provided for under this agreement will be performed during normal business hours. The Client will provide and permit reasonable access to all equipment. Perry will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
5. This agreement does not cover any repairs or maintenance not specifically covered by this agreement. Perry will obtain written authorization for any repairs not covered by this agreement before the work is performed. **Except that while performing scheduled maintenance it is determined that if any unit is low on Freon Perry shall add Freon to bring the unit up to the correct amount. Freon will be billed to the Client at \$25.00 per pound used.**
6. Repairs necessitated by fire, flood, acts of God, acts of war, abuse or the improper use of equipment listed will be the sole responsibility of the Client.
7. Neither Party to this Agreement shall hold the other party responsible for any indirect or consequential damage of a commercial nature such as, but not limited to, loss of revenue or loss of any equipment or facilities.
8. Perry's maximum liability based upon any claim or cause of action shall not exceed the annual amount of this agreement.
9. Perry is not responsible for the removal, disposal or cost of any hazardous materials or mold.
10. The Client will be billed in advanced on a quarterly bases in the amount described on page one of this agreement. Invoices are due upon receipt and will be considered past due thirty (30) days from the invoice date. Perry reserves the right to discontinue service at any time payment terms have not been met. Perry will not be held responsible for any indirect or consequential damage of a commercial nature such as, but not limited to, loss of revenue or loss of use of any equipment as a result of suspension of service due to non-payment.
11. **Perry HVAC is Regulated by the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599**
12. **Perry HVAC Texas State License Number is TACLB4590E**
13. Notice Provision: All notices must be given in writing to the other party via United Postal System.
14. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. Venue for any action under this lease shall be in the county in which rentals are due.