



**1.)** Equipment manufacturer's warranties are often contingent upon proper routine maintenance. This agreement ensures that you are in full compliance of manufacturers' warranty and can help prevent costly repairs.

**2.)** Improperly maintained equipment wastes energy. This agreement ensures that your equipment is performing properly and efficiently and may reduce utility and fuel expense.

**3.)** This agreement gives you priority "front of the line" service. **AGREEMENT MAINTENANCE INSPECTIONS** We will inspect listed HVAC equipment per the Inspection Schedule per our Inspection Sheet. Once our technicians have completed their thorough inspection, they will go over their findings with you and any recommendations they may have for repairs. Any needed service repairs will be quoted before work is done, at our standard rates less a discount, and provide a copy of our Inspection Sheet(s) concerning the condition of the covered equipment. The company will make a concerted effort to contact Customer to schedule seasonal maintenance inspections, but it is Customer's responsibility to ensure that these inspections are scheduled and completed. Customer agrees to make the premises available for scheduled inspections. All applicable components below will be inspected: Thermostat - Blower Motor- Condensed Motor- Fan & Limited Control- Fan Belts, Transformers, StartRealy, Fan Relay, Expansion Valve, High Pressure Safety, Low Pressure Safety, Sequencer, Contactors, Heat Exchanger, Gas Burners, Fan Switch Primary Control, Burner Motor, Gas Valve, Reversing Valve, Refrigerant, Defrost Board, Defrost Sensor, Limit Switch, capacitors, blower wheel, fan blade, solenoid coil, compressor, inducer motor.

### **TERMS AND CONDITIONS:**

Please read the following terms and conditions carefully as they set forth the legally binding terms and conditions for services provided by EM2 HVAC, LLC (the "Company") to Customer.

**1.)** This service agreement represents the understating between the representations, whether written or oral, negotiations, understandings and other communications with respect hereto. No amendment to this service agreement or modification or alteration

of these terms and conditions shall be binding upon the Company unless specifically authorized in writing by an officer of the Company.

**2.)** The full-service agreement and this service agreement shall become a valid and binding obligation of the Company. No pro-rated refunds shall be made if this service agreement is cancelled other than as result of a cancellation by the Company pursuant to paragraph 3 hereof.

**3.)** The Company reserves the right to refuse coverage and cancel this service agreement if at the time of the first inspection the equipment proves to be in unsatisfactory condition, as determined by the Company in its sole discretion. In the event of such a cancellation. Customer shall be charged only for the initial inspection and the balance of the service agreement price shall be refunded to Customer.

**4.)** This service agreement covers only preventive maintenance of covered equipment and does not cover materials or labor to repair or replace worn or damaged items discovered during inspection. Additional labor and materials or labor and materials will be provided only with the Customer's approval and at the Customer's expense. Charges for approved additional labor and materials will be invoiced to Customer and payment shall be due upon issuance of the invoice. Customer agrees to make all payments promptly when due and understands that time for payment is of the essence. Customer further agrees that neither the Company nor any employees or contractors will have any liability for claims, damages, losses and expenses (including attorneys' fees) that may result from or arise out of Customer's decision not to authorize one or more recommended repairs/replacements identified as a result of a maintenance inspection performed under this service agreement.

**5.)** The company represents that it will perform the services hereunder with the reasonable care and skill that is normal and customary to the industry and shall render prompt and efficient service.

**6.)** The company will make a concerted effort to contact Customer to schedule seasonal maintenance inspections, but it is Customer's responsibility to ensure that these inspections are scheduled and completed. Customer agrees to make the premises available for scheduled inspections.

**7.)** Unnecessary or nuisance calls beyond the scope of this service agreement will be charged for and paid by Customer at the prevailing services rate. The Company reserves the right to determine. In its sole discretion, what constitutes an unnecessary or nuisance call and to charge accordingly.

**8.)** Emergency services on equipment will be performed, for an additional charge, and subject to availability after normal business hours (8am-4pm), and during weekends and holidays. After hours, holiday and weekend service calls are strictly limited to emergency situations. The Company reserves the right to determine, in its sole discretion, what constitutes an emergency situation.

**9.)** The Company shall not be required to furnish any items, equipment or labor that may be required by insurance companies, home inspectors, Government or any other authorities. Any charges, adjustments or repairs made by others, unless authorized or approved by the Company in writing, shall terminate the Company's obligation hereunder

**10.)** The Company shall not be responsible for pre-existing defects or for failure to discover conditions necessitating repairs or replacements. No inspection shall be construed as approval or guarantee of the condition of the equipment.

**11.)** The Company shall not be liable for delays or inability to perform work due to, and all prices and agreements are subject to, events and circumstances beyond the Company's reasonable control, including, without limitation, acts of God or government, accidents, fire, shortage or unavailability of materials or labor, and transportation delays.

**12.)** The Company's liability, if any, for performance shall be limited to the service agreement price and, with respect to any labor and materials supplied due to the authorized repair or replacement of deficiencies identified in a maintenance inspection performed pursuant to this service agreement, shall be limited to the warranties provided on the related invoice. The Company shall not be subject to any other liability, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law with respect to materials supplied or services rendered or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, the Company specially disclaims any liability for property damage, personal injury, or any other loss, damage, cost of repairs or substitute products, penalties, lost profits or revenues, third party damages or incidental, punitive, special or consequential damages of any kind (including without limitation, frozen pipes, water damage, etc.) improper utility service or fuel supply, clogged drains and condensate leaks.

**13.)** This service agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any litigation concerning this service agreement, including without limitation, collection efforts by the Company, shall be brought only in the courts of Prince William County, Virginia, which courts, shall be the exclusive venue

for and have exclusive jurisdiction over such litigation. Customer expressly consents to the jurisdiction and venue of said courts, to service of process upon Customer regardless of where located, and waives any right to trial by jury. Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by the Company in any such litigation or collection efforts.

\_\_\_\_\_ **(Sign & Date here)**