

Kilbourne Heating and Air Conditioning 334 NE 3rd Ave Delray Beach, FL 33444 info@kilbourneac.com / (561) 499-2319

## Air Conditioning Service Agreement Contract

Customer Name and Address:	
Maintenance Frequency:	
Payment to be collected during the maintenance visit and the charge is \$90.00 per system per visit.  Maintenance to be conducted on the on the following schedule:	
JAN FEB MAR APR MAY JUN	JUL AUG SEPT OCT NOV DEC
Customer Signature	Kilbourne Signature
Scope of	f Service:
Check air handler filters. Clean or replace as necessary.	Check and clean thermostat
*Filters must be provided by the customer or ordered in	Check lockout control
advance.	Inspect evaporator coil cleanliness
Check for an adequate refrigerant charge	Inspect starting capacitor
Check the overall condition of the condenser	Inspect running capacitor
Check condenser fan blades for tightness	Check for vibration and noise
Tighten electrical connections at equipment	Inspect relays
Check voltage at unit under load	Check and record running and starting amperages
Check condensate drain for blockage; clean and clear	Check and record suction and discharge pressures
Check the blower belt for condition, tension, and alignment	Make recommendations of any needed repairs to the air
Check blower for cleanliness	conditioning system
Check all safety controls	
Inspect contactor points	

- 1. Renewal. This agreement cancels and supersedes all prior agreements between the two parties for service. Agreement is effective on the date of invoice and will remain in force for one (1) year. Agreement is self-renewing and will renew annually at prevailing rates, terms and conditions, unless and until terminated by either party in writing, not more than 30 days from billing date.
- 2. Payment. The customer will pay the full amount of the invoice at the time of the service, or as otherwise indicated on the invoice. If the customer pays with a credit card Kilbourne Heating and AC will incur a 3% surcharge. Kilbourne Heating and AC will notify customers in writing of any increase in charges. Upon breach of terms or default in payment, the Company reserves the right to withhold service. Failure on the part of the customer to make payment when due shall relieve the seller of the entire obligation of providing service under this agreement.
- **3.** Cancellation. Either party may cancel this agreement by providing 30 days written notice. Agreement is transferable to a new homeowner when service is established with the Company. After 30 days from the invoice date there is no refund of this agreement.
- 4. Conditions of Coverage. Upon initial visit by technician, the system will be inspected for compliance with company criteria. Items determined necessary to bring up to this criteria will be the responsibility and expense of the customer and agreement will not be applicable until criteria are met. If, upon inspection, the equipment covered ceases to meet acceptable standards for continued coverage, all costs for parts and service rendered prior to the date of cancellation will be applied against the cost of the agreement. The Company reserves the right to postpone services for unsafe or unsanitary conditions. In the event that the equipment under agreement is no longer economically repairable, we will provide the customer with a quote to replace. Until replacement takes place, no further service work will be performed. Customer is to keep equipment accessible and free from any obstructions that deter proper servicing of equipment. Area around equipment, including crawl space must be accessible. Obligation to furnish replacement parts is subject to availability of parts from normal sources of supply. If parts are unavailable or obsolete contract coverage on these items is voided.
- **5. Exclusions.** Agreement does not cover parts or labor when failure is a result of the following; thermostats set too low or in the off position, emergency switches or disconnects turned off, clogged air filters, circuit breakers tripping and blown fuses due to power outages, etc. Company will not be held responsible for any changes, additions or deletions to existing equipment that may be dictated by local codes, government authorities, insurance companies, or any other third party unless authorized and paid for

- by the customer. This agreement does not cover loss or damage resulting from fire, water, wind-storm, hail, lightning, earthquake, theft, riot, misuse or abuse, or any other circumstance beyond the Company's control. This agreement does not cover high voltage electrical work, blown fuses, disconnects, circuit breakers, plumbing or piping, or other equipment beyond that listed herein. This also includes non working parts of equipment, including diffusers, ductwork, blower housings, coils, unit cabinet, trim, pipes, supports, insulation, etc. Additional equipment used in conjunction with the operation of the system, such as humidifiers, air cleaners, electronic thermostats, etc. are not covered under this agreement. Design criteria, air balancing, improper sizing, or design deficiencies beyond failure of equipment covered herein would be subject to an additional charge. Liability for injury or damage to persons or property or consequential damage resulting from defects in or non-operation of equipment or its accessories, nor resulting damage from emergency drain pans or clogged condensate drain lines. Variable speed replacement parts are not covered by this Agreement.
- 6. Default by Customer. Company reserves the right to terminate agreement without notice or refund if any of the following occur: Customer permits any person other than an employee or authorized representative of Company to perform service on customer's equipment. Customer fails to keep account current in accordance with existing credit policy of the Company. In such cases, the Company reserves the right to withhold service.
- 7. Preventive Maintenance Inspection (PMI). This service is provided under the agreement but in itself holds no monetary value. It is the customer's responsibility to contact our office to schedule maintenance. Company is not responsible if PMI is not performed due to the unavailability of customers to schedule work.
- 8. Service Hours. Normal service covered by this agreement including PMI, will be performed during our regular working hours, Monday through Friday, 8:00 am to 5:00 pm. Emergency service will be available to customers who are signed up with our maintenance agreement on Saturday and Sunday 8:00 am to 2:00 pm and billed at the flat rate of \$150.00 plus the cost of the repair. Emergency service constitutes as having one system that is not cooling or water leaking where property damage may occur. Customers with one system take priority over those with more than one. Emergency number: (561) 441-5840.