

2021 HEATING & COOLING SERVICE AGREEMENT PLANS

PLAN #1	Priority Service - Travel/Diagnostic Fee Waived - Annual 17 Point Precision A/C Inspection - 16 Point Precision Heat Inspection for Gas Furnace/Boiler/ A/C/Heat Pump/Air Handler - 20 Point Precision Heat Inspection Oil - No Overtime Charges (including Holidays & Weekends) - Agreement is Transferable to New Homeowners - Protection of Manufacturer's Warranty - 10% Off on Repairs (Excluding Any R-22 Systems) Labor covered on most common repairs on your heating & cooling equipment 15 years or newer. 1-Year Guarantee on Repairs Exclusions apply, see back * <b>100% Satisfaction Guarantee</b>	<b>Equipment Covered</b> Oil Furnace/Boiler w/A/C (1 cleaning each) <input type="checkbox"/> <b>\$520.00</b>  Gas Furnace/Boiler/ A/C/Heat Pump/Air Handler <input type="checkbox"/> <b>\$425.00</b>
PLAN #2	Priority Service - Travel/Diagnostic Fee Waived - Annual 17 Point Precision A/C Inspection - 20 Point Precision Heat Inspection - 10% Off on Repairs - (Excluding Any R-22 Systems) - No Overtime Charges (including Holidays & Weekends) - Agreement is Transferable to New Homeowners - Protection of Manufacturer's Warranty - 1-Year Guarantee on Repairs Exclusions apply, see back * <b>100% Satisfaction Guarantee</b>	<b>Equipment Covered</b> Oil Furnace/Boiler w/A/C (1 cleaning each) <input type="checkbox"/> <b>\$415.00</b>  Gas Furnace/Boiler/A/C/ Heat Pump/Air Handler <input type="checkbox"/> <b>\$320.00</b>
SINGLES PLAN  1 Precision Tune-Up Per Year	HEATING / COOLING	
	Oil Heating Only- Oil Warm Air Heater or Oil Boiler	<input type="checkbox"/> <b>\$354.00</b>
	Gas Warm Air Heater, Gas Boiler, Mini-Split	<input type="checkbox"/> <b>\$172.00</b>
	A/C or Heat Pump only	<input type="checkbox"/> <b>\$178.00</b>
	Weil-McClain Ultra Boilers	<input type="checkbox"/> <b>\$323.00</b>

17-POINT AIR CONDITIONING TUNE-UP

<b>With an annual tune-up, we can help keep your unit operating at optimum capacity. Our inspection covers the following procedures:</b> <ul style="list-style-type: none"><li>•Check refrigerant charge (refrigerant is an extra charge if needed)</li><li>•Inspect condenser fan motor and capacitors</li><li>•Check condenser contractor points</li><li>•Inspect media filters (replacement extra cost)</li><li>•Check blower motor compartment</li></ul>	<ul style="list-style-type: none"><li>•Check thermostat for proper operation and calibration</li><li>•Check low voltage wiring and connections</li><li>•Check disconnect box for proper rating and condition</li><li>•Conduct evaluation of A/C system for proper operation and efficiency.</li><li>•Check compressor amperage and condition</li><li>•Tighten electrical connections where necessary</li><li>•Inspect condenser coil and wash off with</li></ul>	<ul style="list-style-type: none"><li>water (If hose available, does not include disassembly)</li><li>•Visually inspect evaporator coil (if accessible)</li><li>•Measure temperature variation on supply/return</li><li>•Check condensate drains and switches. (Clearing clogged drain lines is an additional charge)</li><li>•Inspect ductwork and overall system design</li><li>•Customer consultation on condition of equipment, design and overall operation</li></ul>
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16-POINT GAS/PROPANE TUNE-UP

<b>Our heating maintenance package includes an annual 16-point inspection and tune-up of your heating system. Our technicians inspect the system from bottom to top.</b> <ul style="list-style-type: none"><li>• Check burners</li><li>• Inspect the heat exchanger surface</li><li>• Inspect the flue pipe</li><li>• Check the filters</li><li>• Lubricate pumps and fans</li></ul>	<ul style="list-style-type: none"><li>• Check the inducer and blower motors</li><li>• Check the electric connections</li><li>• Check the safety valve switch and controls</li><li>• Inspect the pilot assembly</li><li>• Inspect for cracks and leaks</li><li>• Check temperatures and pressures</li><li>• Check thermostat for proper operation</li><li>• Drain line and trap for proper operation</li><li>• Measure fuel combustion efficiency</li></ul>	<ul style="list-style-type: none"><li>• Perform carbon monoxide safety check.</li><li>• Test &amp; label of emergency shut offs</li></ul>
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20-POINT OIL TUNE UP

<b>Our technicians will perform an extensive 20-plus-point tune-up that maximizes your system's efficiency, saves money on your energy bill, and ensures your system works reliably all year long.</b> <ul style="list-style-type: none"><li>• Replace nozzle</li><li>• Replace oil filter</li><li>• Clean pump screen and replace gasket</li><li>• Check fuel pump pressure and cut-off</li></ul>	<ul style="list-style-type: none"><li>• Clean and inspect burner drawer assembly</li><li>• Check ignition transformer</li><li>• Check cad cell eye and control</li><li>• Check burner fan and motor</li><li>• Check heater limit control(s)</li><li>• Check wattage and amperage(s)</li><li>• Check power switches and fuses</li><li>• Exercise valves (boilers only)</li><li>• Check expansion tank (boilers)</li></ul>	<ul style="list-style-type: none"><li>• Vacuum soot from boiler</li><li>• Vacuum soot from flue pipe</li><li>• Vacuum soot and debris from chimney base</li><li>• Inspect chimney for proper condition and draft</li><li>• Reseal chimney/flue pipe connection</li><li>• Perform digital combustion test</li><li>• Make any necessary safety or efficiency recommendations</li></ul>
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CUSTOMER INFORMATION

Name:\_\_\_\_\_

Email:\_\_\_\_\_

Address:\_\_\_\_\_

City, State, Zip:\_\_\_\_\_

Primary Phone:\_\_\_\_\_

Secondary Phone:\_\_\_\_\_

PAYMENT OPTION: ☐Yearly | Payment Method: ☐Cash ☐Check #\_\_\_\_\_

☐Visa ☐Mastercard ☐Discover

Card Number

Expiration Date:\_\_\_\_\_ Security

Name:\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

ADDITIONAL TERMS AND PROVISIONS

**1. MAINTENANCE SERVICES:** A&T HEATING, PLUMBING, & A/C agrees to provide preventive maintenance services ("Maintenance Services") for the Equipment described on the front page of this Agreement which Maintenance Services shall consist of the procedures, specifically identified on the front page of this Agreement. A&T HEATING, PLUMBING, & A/C shall also notify Customer of any needed repairs to the Equipment and upon the request of Customer shall perform such repairs at a preferred rate and on a preferred response basis. Replacement parts shall be paid for by Customer at A&T HEATING, PLUMBING, & A/C then prevailing prices.

**2. PREVENTIVE SERVICE:** Customer agrees to pay to A&T HEATING, PLUMBING, & A/C, its agents or assigns the total payment set forth on the front page of this Agreement ("Preventive Service Fee") payable in advance for the Maintenance Services.

**3. TERM AND RENEWAL:** This Agreement shall be for the term specified on the front page hereof and shall be automatically renewed for additional periods of the same duration unless either party notifies the other in writing of its intention to renew for a different term or to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. A&T HEATING, PLUMBING, & A/C may increase the annual Preventive Service Fee for any renewal period by giving Customer forty-five (45) days prior written notice.

**4. RECEIPT OF COPY:** CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

**5. A&T HEATING, PLUMBING, & A/C LIABILITY/DISCLAIMER OF WARRANTIES:** The customer acknowledges and agrees: (i) A&T HEATING, PLUMBING, & A/C has made no representations or warranties, express or implied, as to the condition of the equipment, its merchantability or its fitness for any particular purpose, nor has customer relied on any representations or warranties; (ii) any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the face of the agreement hereof; (iii) customer has read and understands all of this agreement; (iv) A&T HEATING, PLUMBING, & A/C shall not be liable for any loss, damage, consequential damages, and negligence, breach of contract or any other damages of any nature based upon express or implied warranty or other legal theory due to the non-operation or malfunction of the equipment including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of A&T HEATING, PLUMBING, & A/C in providing the maintenance services; (v) any written express warranties given by A&T HEATING, PLUMBING, & A/C are in lieu of any and all other warranties, express or implied, including any warranty of merchantability or fitness for a particular use; (vi) without limitation, A&T HEATING, PLUMBING, & A/C shall not be liable upon any warranty theory express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that A&T HEATING, PLUMBING, & A/C shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein; and A&T HEATING, PLUMBING, & A/C disclaims any implied warranty of any nature whatsoever.

**6. CUSTOMER UNDERSTANDS AND AGREES A&T HEATING, PLUMBING, & A/C** Should be found liable for loss or damage due from: (i) failure of A&T HEATING, PLUMBING, & A/C to perform any of the obligations herein, including but not limited to initial connection, inspections, test, or maintenance services; (ii) A&T HEATING, PLUMBING, & A/C negligence; or (iii) the failure of the services or equipment in any respect whatsoever. A&T HEATING, PLUMBING, & A/C liability shall be limited to the annual preventive service fee and this liability shall be exclusive and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this agreement, or from negligence, active or otherwise A&T HEATING, PLUMBING, & A/C its agents, assigns or employees.

**7. EQUIPMENT INCLUDED:** This Agreement applies only to the Equipment as set forth on the front page hereof and not to fixtures in which they are contained, not to hardware, ducts, plumbing, electrical wiring, pans, defrost heaters, not to deterioration of housing, frames or other items due to corrosion. If repairs or adjustments require any alterations or additions to structure or property, the Customer will obtain written consent of the owner, if not the Customer, thereof prior to the performance of such work.

**8. OBLIGATIONS OF CUSTOMER:** Customer agrees to promptly notify A&T HEATING, PLUMBING, & A/C of any unusual operation conditions of the Equipment and Customer further agrees to promptly notify A&T HEATING, PLUMBING, & A/C of any suspected malfunction or defect in the Equipment. In the event Customer moves or relocates Equipment from the location on the front page hereof without the prior written consent of A&T HEATING, PLUMBING, & A/C.

**9. A&T HEATING, PLUMBING, & A/C** at its option may cancel this Agreement or refuse to service the Equipment so moved or relocated.

**10. UNAUTHORIZED REPAIRS:** Any changes, adjustments or repairs made by others to the Equipment, unless authorized or approved by A&T HEATING, PLUMBING, & A/C in writing shall, at the option of A&T HEATING, PLUMBING, & A/C terminate A&T HEATING, PLUMBING, & A/C obligations hereunder.

**11. WATER DAMAGE:** A&T HEATING, PLUMBING, & A/C assumes no liability for any damages caused by water or other substances due to overflow or obstruction of any drain or otherwise. Customer understands that if the Equipment requires the use of water, either re-circulated or otherwise, and the water thus used may be or may become contaminated or cause corrosion. As neither the extent nor nature of such contamination or corrosion can be predicted in advance, A&T HEATING, PLUMBING, & A/C hereby assumes no liabilities for either the quality or condition of the above used water or for any damage that it may cause to the Equipment.

**12. STANDARDS OF WORKMANSHIP:** The standard of workmanship hereunder shall be that which is reasonable and customary in the Industry.

**13. GOVERNMENT AND INSURANCE REQUIREMENTS:** If A&T HEATING, PLUMBING, & A/C furnishes, at the request of Customer, any items of equipment, labor or other services which are recommended or required by insurance companies or any governmental agency, including the conducting of any test required by any of the foregoing, not included in the Maintenance Services, Customer shall pay A&T HEATING, PLUMBING, & A/C then prevailing price of such equipment, labor or other service.

**14. DESIGN DEFECTS, MALFUNCTIONS, ETC.:** A&T HEATING, PLUMBING, & A/C shall not be liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation or malfunctions of the Equipment or for any Equipment which is specifically designed.

**15. THIRD PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless A&T HEATING, PLUMBING, & A/C, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including A&T HEATING, PLUMBING, & A/C performance or failure to perform and including defects in products, design, initial connection, inspections, tests, repair service, or non-operation of the equipment whether based upon active or passive negligence, indemnification, contribution warranty, or strict or product liability on the part of A&T HEATING, PLUMBING, & A/C its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of A&T HEATING, PLUMBING, & A/C while on or about Customer's premises.

**16. HAZARDOUS SUBSTANCES:** If A&T HEATING, PLUMBING, & A/C encounters a hazardous substance, such as asbestos or any other substance which A&T HEATING, PLUMBING, & A/C its sole and reasonable discretion determines to be hazardous, while performing the Maintenance Services hereunder, A&T HEATING, PLUMBING, & A/C may refuse to perform such Maintenance Services until such time as Customer retains a licensed abatement contractor to remove or contain such hazardous substance and such hazardous substance is actually removed or contained. In the event A&T HEATING, PLUMBING, & A/C refused to perform the Maintenance Services or any portion thereof under this Paragraph, A&T HEATING, PLUMBING, & A/C shall refund a pro rata portion of the Preventive Service Fee.

**17. FORCE MAJEUR:** A&T HEATING, PLUMBING, & A/C assumes no liability for any delay or failure to render the Maintenance Services hereunder caused by Federal, State or Municipal actions or regulations, strikes or other labor disputes, fires, embargoes, earthquakes, storms, accidents, power failures, negligence, acts of God, acts of Customer or any third parties, or any other causes contingent to or circumstances beyond the control of A&T HEATING, PLUMBING, & A/C and/or which make the fulfillment of this Agreement impractical, or for any consequential damage whatsoever. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.

**18. DESTRUCTION OF EQUIPMENT:** This Agreement may be suspended or canceled, without notice at the option of A&T HEATING & A/C, if the Equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue Maintenance Services or in the event A&T HEATING & A/C is unable to render Maintenance Services as a result of any action by any governmental authority.

**19. DEFAULT BY CUSTOMER:** If Customer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Customer fails to perform any other provisions within ten (10) days after A&T HEATING & A/C shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Customer or his property, or if Customer makes any assignment for the benefit of creditors, A&T HEATING & A/C shall have the right to discontinue Maintenance Services and recover from Customer all sums A&T HEATING & A/C may be entitled to under law or equity.

**20. ASSIGNEES OF A&T HEATING & A/C:** A&T HEATING & A/C shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer provided such person, firm or corporation assumes and agreed to perform the obligations of A&T HEATING & A/C.

**21. SUBCONTRACTORS:** A&T HEATING & A/C shall have the right to subcontract with other persons, firms or corporations any of the Maintenance Services.

**22. BENEFIT OF AGREEMENT:** Customer acknowledges that this Agreement and particularly those paragraphs relating to A&T HEATING, PLUMBING, & A/C limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of and are applicable to any assignees, and/or subcontractor, and that they bind Customer with respect to said assignees, and/or subcontractors with the same force and effect as they bind Customer to A&T HEATING, PLUMBING, & A/C.

**23. LIMITATIONS OF ACTIONS:** BOTH PARTIES HEREBY AGREE THAT NO SUIT OR ACTION THAT RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE OR OTHERWISE) SHALL BE BROUGHT AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE, IN ADDITION, BOTH PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL IN ANY JUDICIAL ACTION BROUGHT BY EITHER PARTY WHICH RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE OR OTHERWISE).

**24. CONFLICTING DOCUMENTS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and any other document or agreement between Customer and A&T HEATING, PLUMBING, & A/C with respect to the matters described herein, this Agreement shall govern and control, regardless of whether such other document or agreement is prior or subsequent to this Agreement.

**25. INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**26. REMEDIES:** Nothing contained herein is intended to or shall be construed so as to limit the remedies which A&T HEATING, PLUMBING, & A/C may have against Customer in the event of a breach by Customer of any representation, warranty, covenant or agreement made under or pursuant to this Agreement, it being intended that such remedies shall be cumulative and not exclusive.

**27. APPLICABLE LAW:** This Agreement is made pursuant to, and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to otherwise applicable principles of conflicts of law. Any action or counterclaim hereon shall be commenced or asserted, as the case may be, only in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court of Pennsylvania. All parties hereto consent to the jurisdiction of such courts and waive any objection based on forum non conveniences.

**28. ATTORNEYS' FEES AND COSTS:** In the event any action or arbitration is instituted by a party hereto to enforce any of the terms or provisions hereof, the prevailing party in such action or arbitration shall be entitled to such reasonable attorney's fees, costs and expenses (including the costs of the arbitrator) as may be fixed by the Court or arbitrator.

**29. CAPTIONS:** All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit or construe or otherwise affect this Agreement.

**30. TAXES:** The Customer shall be responsible for any and all sales or similar taxes now or hereafter imposed with respect to this Agreement.

**31. ENTIRE INTEGRATED AGREEMENT; MODIFICATION AND/OR ALTERATIONS; WAIVER:** This Agreement is intended by the parties as a final expression of their agreement and as complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the content of this Agreement in executing it. This Agreement can only be modified by a writing signed by all of the parties hereto or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

ADDITIONAL TERMS AND PROVISIONS FOR MAINTENANCE PLANS

- Any material and/or work beyond that covered by the terms of this agreement will be furnished at the Equipment Owner's expense.
- A&T HEATING, PLUMBING, & A/C must perform two regularly scheduled Preventative maintenance checks each year. Failure to allow the preventative maintenance voids this agreement.
- The decision of whether to repair or replace a defective part and the selection of the replacement part rest exclusively with A&T HEATING, PLUMBING, & A/C. A&T HEATING, PLUMBING, & A/C is not responsible for obtaining obsolete or unavailable parts. Material and labor cost to alter existing equipment or piping to be adapted for replacement parts in the above circumstances will be borne by the customer.

EQUIPMENT OWNERS RESPONSIBILITY UNDER MAINTENANCE PLANS

- All service and repairs NOT covered by this agreement are the responsibility of owner.
- Your equipment must be working up to manufacturing specification before this agreement is valid. Any required repairs to do so are owner's responsibility.
- A&T HEATING, PLUMBING, & A/C reserves the right to reject any application or cancel the contract and refund the agreement price paid if the covered equipment does not comply with the provisions of the agreement.

WHAT IS NOT COVERED UNDER THE PREVENTATIVE MAINTENANCE PLANS

- Hydronic pipes, oil tanks, oil equipment and smart thermostat. Other equipment not listed on the signed face of this agreement.
- Equipment over 15 years is not eligible for this agreement with the exception of boilers. A&T HEATING, PLUMBING, & A/C reserves the right to reject any equipment to be covered by this Agreement based on the overall condition of the equipment.
- This agreement covers no more than two circulators and two standard thermostats per contract, piping to and from boilers including all valves, flow checks, drains, and auto water feeds are not covered by this plan. Nor does it cover work from faulty design or installation.
- A&T HEATING, PLUMBING, & A/C reserves the right to reject any application or cancel the contract and refund the agreement price paid if the covered equipment does not comply with the provisions of the agreement.

LABOR NOT COVERED UNDER THE PREVENTATIVE PLAN

- Compressors, Heat Exchangers, Coils, drain lines, condensate pumps, TXV's, refrigerant lines, ducts, hydronic pipes, oil tanks, electrical wiring external from the equipment etc. Other equipment not listed on the signed face of this agreement.

