



# Megee Plumbing & Heating Co., Inc.

Residential HVAC Preventive Maintenance Agreement  
P.O. Box 745, Georgetown, Delaware 19947 • (302) 856-6311



## Coverage

This Megee Company Preventive Maintenance Agreement will help assure that your home's HVAC system(s) will provide years of efficient service, comfort and peace of mind. Prior to acceptance of this Agreement a Megee representative will inspect the covered HVAC system(s) to determine if repairs are necessary to bring your system(s) to an acceptable maintainable condition. Once accepted, this Agreement will be valid, in affect and renewable annually until such time the covered system(s) can no longer be maintained as determined by Megee Company.

This Agreement provides for once per heating and air conditioning season preventive maintenance labor and materials during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., EST, excluding holidays. Repair service, will be provided at Megee Company's discounted rates during normal business hours. Repair service at all other times will be provided at Megee Company's after hours rates for non-covered items and at a discounted rate for covered items should the need occur. (See Terms & Conditions for emergency service).

Service can be requested by calling our office 24 hours a day, 7 days a week, including holidays.

By purchasing this Agreement prior to, or during the first preventive maintenance visit, the trip charge for that occurrence and for all future visits, pertaining to the particular trade, during Megee Company's normal business hours will be waived. If the need for repair ever occurs, Megee Company's attention to your need will be given priority over a non-agreement Customer.

### Preventive Maintenance Basic Coverage

Contractor will perform the following preventive maintenance tasks in each heating and air conditioning season as they apply to customer's equipment:

- ✓ **Testing-** Pressures, temperatures, efficiency and sequence of operation.
- ✓ **Inspecting-** for leaks, cracks, corrosion, vibration, wear, damage and excessive noise.
- ✓ **Checking-** alignment, balance, voltages, amperages, heat exchanger integrity and flue passages.
- ✓ **Cleaning-** mechanical surfaces, coils, filter, condensate pan and lines, burner, heat exchanger and flue passages.
- ✓ **Tightening-** electrical connections, mechanical components and loose wiring.
- ✓ **Replacment-** 1" standard air filter media, burner nozzle and oil filter.
- ✓ **Lubrication-** motors, pumps, bearings, linkages and hinges.
- ✓ **Calibration-** safety and operating controls, thermostats and sensors.

### Parts and Labor Premium Coverage (Requires purchase of Basic Coverage)

Contractor will provide component and labor to repair or replace the following items during normal business hours as they apply to customers heating and air conditioning equipment:

- Oil pumps & couplings
- Ignition Devices
- Electrodes
- Switches
- Pilots
- Relays
- PSC Motors & fans
- Heat elements
- Sequencers
- Belts
- Timers
- Valves
- Fan & limit control
- Thermocouples
- Valve core & cap
- TXV
- EEV
- Sensors
- Pressure controls
- Transformers
- Reversing Valve
- Non-programmable Thermostat
- Contactors
- Capacitors
- 2 Lbs Refrigerant
- Warranty Compressors
- Breakers/Fuses in equipment cabinet
- Warranty ECM Motors/Modules
- Fan Blades and Wheels

## Terms & Conditions

Megee Plumbing & Heating Company, Inc. hereafter referred to as Contractor. Customer, Applicant, Property Owner, etc. hereafter referred to as Customer.

**Inclusions:** Service will be substantially as described in this agreement, and not for coverage, components, products, parts or items not specifically listed herein. This Agreement assumes the system(s) covered are in maintainable condition and are complete systems, not individual components. If repairs are found necessary upon initial start-up, seasonal start-up or for any reasons of accident, alterations, misuse or abuse, repair charges shall be submitted for approval by the Customer. Should these charges be declined those non-maintainable items will be eliminated from the Agreement. It is understood that preventive maintenance applies only to the system(s) and equipment covered by this Agreement.

**Exclusions:** Contractor shall not be responsible for charges for service or parts Customer has others provide. Repair or replacement on non-maintainable components of the system(s) such as, but not limited to, ductwork, piping, cabinets, boiler refractory material, heat exchangers, insulating material, main power service and electrical wiring, valve bodies, coils, radiators, structural supports, oil storage tanks, casings, fixtures, grillage, water components (condensate pump, geothermal, boiler, chilled water systems), circuit breakers outside of blower cabinet, valves outside of cabinet, and other non-moving parts, are not included under this Agreement. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an extra charge at Contractor's then prevailing rates over the sum stated in this Agreement. This Agreement does not provide for services rendered as a result of false alarms, fires, repairs due to misuse or neglect, theft, or acts of nature. Maintenance, repairs and labor for indoor air quality devices such as but not limited to; air filtration devices, ultra violet lighting, and heat recovery ventilators are not included in this agreement.

**Time of Agreement:** Customer agrees to subscribe to the agreement for a minimum period of 12 months. The agreement will remain in effect for a period of 12 months from the date of acceptance by the Contractor and is renewable each subsequent year for as long as the covered equipment is maintainable and payments are current. Coverage for repair labor and materials begins 30 days after acceptance by Customer and is subject to acceptance by contractor. All work covered under this Agreement shall be performed during Contractor's normal business hours.

**Price:** The agreement price is subject to adjustment annually on each commencement anniversary to reflect increases in, but not limited to, labor, material and insurances. Customer agrees to pay for any additional services, not covered by this agreement, at Contractor's then prevailing rates.

**Transfer:** The agreement is transferable to a new property owner of the covered location and/or equipment at no additional charge for the remainder of the agreement period through written request.

**Cancellation:** Contractor may cancel the agreement at anytime for any reason. In the event Contractor cancels the agreement, the return of premium shall be based upon 100% of prorated premium. Customer may not cancel the agreement beyond 30 days after renewal, or after a service visit, whichever occurs first.

**Emergency:** An emergency is anytime when failure to make prompt repairs could result in damage(s) to the structure, or is necessary to protect the health and safety of the occupant(s). Customer agrees to pay for emergency services rendered at Contractor's then prevailing rates.

**Access:** Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion of this Agreement.

**Warranty:** Contractor disclaims any implied warranty of fitness for a particular purpose. Contractor disclaims the implied warranty that the services performed by it will, in all cases, provide protection against mechanical systems breakdown or failure. Contractor disclaims any implied warranty of Merchantability. Customer agrees that Contractor is not an insurer and no insurance coverage is offered herein. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, illness or injury, claims of Customer's tenants or clients, or any special, direct, indirect or consequential damages caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond the control of the Contractor.

**Liability:** Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, deal of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act, or omission of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by the negligence of Contractor.

**Hazardous substances and materials:** Contractor's obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the event such elements are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such substances or materials. Contractor shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed. The use and handling of all government regulated substances, including but not limited to refrigerants, will be processed by the contractor in strict conformity.

