



Megee Plumbing & Heating Co., Inc.

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



Coverage

This Megee Company Maintenance Agreement will assure that your home's plumbing 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 plumbing 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 one annual maintenance inspection 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.

All coverage, basic and premium, is limited to components located inside of building envelope and foundation excluding suction side of well system. *Other exclusions apply, see reverse paragraph three for details.*

By purchasing this Agreement prior to, or during the first 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.

Maintenance Basic Coverage

Contractor will perform the following maintenance tasks once annually as they apply to customers plumbing system:

- ✓ Check operation of wall hydrants
- ✓ Check washing machine hoses for leaks and wear
- ✓ Check operation of all stop valves
- ✓ Liquid treat all fixture drains
- ✓ Check and adjust drain levers
- ✓ Check exposed supply lines, drain lines and faucets for leaks
- ✓ test toilets
- ✓ Check and adjust water pressure (if applicable)
- ✓ Flush and fill water heater
- ✓ Test water heater elements or gas train
- ✓ Clean water heater gas burner
- ✓ Check and adjust hot water temperature

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 plumbing equipment:

- All standard valves
- All drain line blockages within foundation *excluding sand in traps*
- All standard exposed drain lines
- All exposed supply water lines
- Existing frost proof wall hydrant
- All standard kitchen and lavatory faucet internal components (Pop-up assembly, rinse head, basket strainers, and aerators)
- All standard tub & shower fixture internal components
- Electric Water Heater: elements, thermostats, relief & drain valves
- Gas Water Heater: pilot, thermocouple, relief & drain valves
- All standard gravity toilet internal components

Note: Standard components shall include, but are not limited to, normally stocked items at local plumbing suppliers. The difference between standard and non-standard components will be provided for an additional charge.

Terms & Conditions

By accepting the Agreement between Megee Plumbing & Heating Company, Inc. (the "Contractor"), you (the "Customer") agree to the following terms and conditions:

Inclusions: Service will be substantially as described in this Agreement. Coverage, components, products, parts or items not specifically listed herein are not included. This Agreement assumes that the system(s) covered are in maintainable condition. If the Contractor discovers at initial start-up or seasonal start-up that the system(s) have suffered damage from freezing, accident, alterations, misuse or abuse, stoppage due to sand or foreign objects, the Contractor shall submit to Customer a proposal outlining repair costs. Should the Customer decline the proposal, the damaged, non-maintainable items will be eliminated from the Agreement. It is understood that 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 provided to Customer by others. Repair or replacement of non-maintainable components of the system(s) are excluded. Such excluded components include, but are not limited to, pumps, tanks, buried or hidden piping and fittings, outside showers, yard hydrants, the suction side of a well pump, washing machine hoses, ice maker and dish washer supply lines, replacement garbage disposals, and structural patching and repair. Any work, materials or labor relating to excluded components provided by Contractor to Customer will be charged at Contractor's then-prevailing rates, over and above the cost of this Agreement itself. The repair or replacement of polybutylene piping and fittings or derivatives thereof, and piping or components outside of the foundation perimeter are also excluded from 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.

Term of Agreement: This Agreement shall commence as of the date of acceptance by the Contractor and shall remain in effect for a period of twelve (12) months. The term shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than ninety (90) days prior to the expiration of the then-current term of its intention not to renew. Notwithstanding the forgoing, Contractor reserves the right not to renew this Agreement if the covered equipment is no longer maintainable and/or if Customer's payments are not 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.

Cost: The cost of this Agreement is subject to adjustment annually on each anniversary date to reflect standard increases in Contractor's costs of labor, material and insurances.

Assignment: The Customer may assign this Agreement to any new owner of the property at which the system(s) is located. Any such assignment shall be in writing, provided by Customer to Contractor. There is no cost to assign, and the same terms and conditions shall apply.

Cancellation: Contractor may cancel the Agreement at any time for any reason; provided, however, that if Contractor cancels the Agreement, it shall refund Customer a prorated cost thereof based upon 100% of the total cost. Customer may not cancel the agreement beyond 30 days after renewal, or after a service visit, whichever occurs first.

Emergency: Customer agrees to pay for emergency services, if any, at Contractor's then-prevailing rates. As used herein, "emergency" means a circumstance where failure to make prompt repairs could result in damage(s) to property, or danger to the health and safety of people.

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.

NO WARRANTIES: CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY CONTRACTOR WITH RESPECT TO THE PARTS OR SERVICE PROVIDED HEREUNDER. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTY THAT THE SERVICES PERFORMED BY IT WILL, IN ANY CASE, PROVIDE PROTECTION AGAINST A FAILURE OR BREAKDOWN OF MECHANICAL SYSTEMS. Customer agrees that Contractor is not an insurer and no insurance coverage is offered herein.

Limitation of Liability. Under no circumstances shall Contractor be liable to Customer, its agents, invitees or tenants for any consequential, special, incidental, punitive, consequential or indirect damages whether arising under contract, warranty, tort, negligence, strict liability, breach of statutory duty, contribution, indemnity, equity or any other legal theory or cause of action, even if advised of the possibility of such damages. Contractor shall not be liable for any delay, loss, or damage caused by failure to service, unavailability of parts, labor difficulties, unavailability of machinery, equipment or materials, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond Contractor's control. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents 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 services hereunder, provided that such claim, damage, loss or expense is caused in part by an act or omission of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, whether caused in part by the negligence of Contractor or not.

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.

