

301-884-2559 St. Marys County  
 301-645-5311 Charles County  
 410-535-5854 Calvert County  
 301-290-0600 Fax



MD License No. 6103

Heating, Air Conditioning and Geothermal Contractor

29962 Killpeck Creek Ct • Charlotte Hall, MD 20622 • 1-800.890.5123 • www.tricountyaire.com

**PEAK PERFORMANCE AIR CONDITIONING & HEATING SERVICE AGREEMENT**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Property Address: \_\_\_\_\_

**TRI-COUNTY AIRE, INC. HEATING & AIR CONDITIONING**

Also known as The Service Company, agrees to provide you (the Customer), with the necessary labor and maintenance materials to perform a comprehensive maintenance program as outlined in our Peak Performance brochure for the following equipment, after any existing defects which are noted in our service report are corrected.

<u>Equipment</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Unit Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ Air Conditioning \_\_\_\_\_ Heating Inspection(s) performed per year

**DISCOUNT:** The Company will provide a 15% discount on all repair parts.

**PREFERENTIAL SERVICE:** The Company will provide emergency service to you before non-agreement customers.

**HOURS OF SERVICE:** The services covered by this agreement will be scheduled during The Company's regular working hours, 7:30 a.m. to 4:00 p.m., Monday through Friday, except holidays. After hours or weekend scheduling is available at overtime rates.

**PARTS:** The agreement does not include any parts or materials except maintenance material (lubrication / cleaning supplies) necessary to perform the required maintenance.

**REPAIRS:** Any repairs required beyond those provided in this agreement will be brought to your attention and will be billed on a time and materials basis. Payment is due at the time the service is rendered. The Company shall not be liable for any loss arising from delay, failure to discover a condition requiring repair or replacement, or as a consequence of any performance under this agreement.

**RECORDS:** The Company will maintain a complete record of all maintenance and repairs performed by us and will provide you with a written report upon completion of any work.

**TERMS:** The length of this agreement is one year and will be renewed automatically each year at the prevailing rate unless we are notified of cancellation in writing 30 days prior to renewal.

**Office Use**

Peak Performance Agreement							\$
Additional Options: Filter Size:	_____	_____	Qty:	201	213	501	\$
Humidifier:	_____	_____	Qty:	401	413	513	\$
<b>Annual Investment:</b>							\$

Accepted: Tri-County Aire, Inc. Heating & Air Conditioning

Accepted: Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL TERMS & CONDITIONS

1. The Service Company agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.

However, the Service Company does not represent, warrant or guarantee that the comprehensive maintenance program will keep the equipment, the building or any components or contents thereof, free from mold, fungi, or another naturally occurring biological agents or pollutants (collectively, "mold") or that mold will not develop within the equipment, the building or any components or contents thereof in the future. The Service Company, its officers, agents and employees are not generally qualified to advise Customer on mold treatment or its health and safety risks. Customer is encouraged to obtain the services of a qualified and experienced professional to conduct inspections and tests regarding mold. Customer is hereby notified and agrees that Customer is solely responsible for any required remediation and/or resulting damage, including but not limited to, any effects on health, due to mold, in connection with the equipment that is the subject of the comprehensive maintenance program.

2. This agreement does not include the maintenance, repair or replacement of underground refrigerant lines, recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines, or non moving parts such as ductwork, vents, flues, or grilles. The Service Company shall not be required to furnish any equipment, service or materials or to perform tests, or make any modification that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay future taxes imposed by any governmental agency.

3. Occasionally, the Service Company cannot properly run and test the equipment before initiating coverage. If we find any covered equipment in need of repair during the initial start up and check out of the equipment, we will notify the Customer in writing, and will include a written estimate of required repairs or replacements of equipment. At that time the Service Company will no longer be responsible for the equipment until after repairs or replacements authorized by the Customer are completed. If authorization is not received within thirty(30) days, an appropriate adjustment to the agreement price reflecting the deletion of this equipment will be made.

4. The Service Company shall not be liable for:

- a) damage or loss resulting from freezing, corrosion, electrolysis, vibration, plumbing stoppage, failure of any utility service, low voltage condition, lighting, single phasing or other electrical abnormalities.
- b) damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism, or improper operation of equipment by customer's employees, agents or tenants.
- c) damage, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other cause beyond its control.
- d) any accident, injury, damage or loss to equipment personnel, property or revenue unless directly caused by its negligence.
- e) any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, process or facilities.
- f) any identification, detection, abatement, encapsulating, storage, removal, handling, recovery, recycling, or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to, asbestos, certain refrigerants, and used refrigerant oils. If any such materials are encountered during the course of work, the Service Company can discontinue the work until the regulated or hazardous substances have been removed or hazard has been eliminated and the Service Company reserves the right to be compensated for any loss or additional expense incurred.
- g) any damages or loss to Customer or to any other persons (including other occupants, tenants, and third parties) or entities resulting from the presence of mold or mildew, within the equipment, the building or any components or contents thereof, including but not limited to, property damages, personal injury damages, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects or consequential or punitive damages or any kind or interruption in the use of the building or structure (collective, "mold damages") and Customer specifically waives, releases, indemnifies, holds harmless and forever discharges all claims and causes of action against the Service Company, its officers, agents, employees, successors, and assigns, in connection with any mold damages.

5. Unless otherwise noted, the Service Company shall not be liable for equipment replacement, starting and stopping equipment, space temperature regulation, air balance, indoor air quality, equipment relocation or maintenance or non-emergency repair other than during normal working hours. If Customer requests non-emergency work be performed other than during normal hours, the Customer agrees to reimburse the Service Company to overtime pay or additional charges.

6. The Service Company shall use ordinary care in performing the tasks outlined in this agreement. No inspection shall guarantee the condition of the equipment or eliminate obsolescence and normal wear.

7. The occurrence of any of the following without the prior written consent of the Service Company will constitute a default:

- a) failure by the Customer to make payment at the time the service is rendered.
- b) any alterations, additions, adjustments or repairs to covered equipment, by anyone other than the Service Company.
- c) breach by Customer of any term of this Agreement.

8. If the Service Company brings legal action to enforce this Agreement, and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages.

9. This Agreement contains the entire understanding between the Service Company and the Customer. Any modifications, amendments or changes must be in writing and signed by both parties.

10. The Customer shall operate the equipment in accordance with the manufacturer's recommendations and promptly notify the Service Company of any abnormal conditions.

Download, complete and submit our Peak Performance Air Conditioning & Heating Service Agreement and our Comfort Care Specialist will contact you to review your request and also answer any question regarding your submittal.

[eMail Form](#)