

# KONOPKA-MARSDEN & SONS LLC

50 SOUTH ROUTE 47 CMCH, NJ 08210 –

609-465-0770 MIKE@KONOPKAHVAC.COM

## **PREVENTIVE MAINTENANCE AGREEMENT**



Konopka-Marsden and Sons is pleased to provide Summer cooling maintenance agreement with Priority Customer Service.

1. One preventive maintenance inspection air conditioning equipment only, and
2. Priority customer from April through Sept, we will guarantee same-day service on emergency call with 20% off labor and parts\* (excluding refrigerant). All repairs guaranteed for 12 months. All repairs subject to parts availability.

### **Air conditioning list**

Suctions & discharge pressure and temperature	All safety controls for proper operation
All motor bearings / Voltage and amperage for all motors	Operation and condition of compressor
Crankcase heater operation	Thermostat operation
Blower motor and condenser fan motor	Inspect and tighten all wiring connections as needed
Inspect Evaporator coil, condensate drain, pump, and coil	Inspect capacitors and disconnect box
Inspect Blower motor belt and speed if applicable. Adjust if necessary,	Check temperature difference between return and supply

### **Labor Coverage During Maintenance Inspection**

It is agreed that we will provide such labor to perform the above AC maintenance lists, as may be required to keep the air conditioning equipment and /or accessory, in proper working order. If problems are found exceeding the maintenance list items during the maintenance inspection, we will, with the customers approval, perform the necessary repairs at a 20% discount on any parts\* (excluding refrigerant) needed to perform such repairs at the time of inspection, subject to the parts availability. \*

NORMAL BUSINESS HOURS: MONDAY-FRIDAY 8AM-4:30PM  
EMERGENCY SERVICE HOURS: MONDAY-FRIDAY 4:30PM -10PM, SATURDAY & HOLIDAYS 8AM-10PM

## Terms and Conditions

By Selecting services included in Konopka-Marsden and Sons LLC Maintenance Contract, the homeowner (customer) agrees to the following terms and conditions:

1. All contracts are subject to Konopka-Marsden & Sons LLC inspection and approval of customer's air conditioning equipment as suitable for inclusion under this contract.
2. The effective period of this contact shall be for 6 months commencing from signed contract date of the subscription (must be paid in full).
3. Customer must call to schedule their tune ups.
4. This contract covers (1) air conditioning system from April through September. If there are multiple systems at the property, customer must specify what system or systems will be covered at the beginning of the effective period.
5. This contract covers only the repair and replacement of parts\* (excluding refrigerant) with 20% discount which result from the normal operation of the air conditioning equipment during the effective period of the contract. Any person, other than a Konopka-Marsden employee, rendering repairs or adjustments to the equipment, during the effective period, will void this contact.
6. This contact does not cover water leaks, condensate clogs, water damage or damage caused by condensate leaks or excessive dampness at the customer's property.
7. Konopka-Marsden and Sons LLC shall not be liable for failure or delay to provide the service called for under this contract if such failure or delay results from:

- a. Strike or other labor disturbances including war
- b. Fire, flood, lightning and all acts of God
- c. Frozen pipes
- d. Frozen oil lines and/or contaminated oil tanks
- e. Supplier's delay or inability to supply parts
- f. Government laws or regulations
- g. Failure of or complications caused by customer's supply of electricity, water or fuel.
- h. Improperly set thermostat
- i. Finding manual switches in the "off" position
- j. Inability to gain access
- k. Vandalism, abuse or tampering of equipment
- l. Obsolete parts

8. Konopka-Marsden and Sons shall also not be liable under this contact for the customer's failure to use ordinary care in the operation of the heating/air conditioning equipment, including but not limited to failure to keep water in boiler or oil in tanks, failure to turn on main switch, blown fuses or circuit breakers or any other cause unrelated to normal operation of the equipment or which may affect Konopka-Marsden and Son's ability to fulfill its obligations under the terms of this contact.

9. This contract does not provide any coverage for storage tanks. Fuel flow problems directly related to outside storage of fuels are not covered under this contract. Konopka-Marsden and Sons is not responsible to inspect, paint or maintain storage tanks. Konopka-Marsden and Sons is not responsible for tank leakage, alterations to tank made by another party and/ or clean-up or remediation caused by storage tank leaking. This is the customer's responsibility.

10. If, when due to age, condition or obsolescence, it is no longer practical to continue servicing the customer's equipment, Konopka-Marsden and Son's reserves the right to rescind this contract, or modernize said equipment, with customer's approval and at the customer's expense, which will continue this contract.

11. Konopka-Marsden and Sons liability under this contract is limited to the services specified. Konopka-Marsden and Sons shall not be liable for any consequential damages in any way arising out of performance or non-performance under this contract. This contract does not guarantee your equipment will not fail.

12. Parts, equipment and/ or labor not included under this contract will be charge to the customer at prevailing rates. Including but not limited to humidifiers, flue devices, electronic air cleaners, heat distributing units, boiler and jacket on hot water units or heat exchanger and jacket on warm air units, combustion chamber and chimney, water heater tank, domestic hot water coil and tempering valves, water maker, heat transfer coil, zone valves, ductwork, plumbing, fuel lines, oil tanks, heat exchangers, flow control valve, or motorized zone dampers, condenser, condenser coil, compressor, evaporator coil, condensate pump/ line, primary and/or emergency drain pan(s), accumulator and/or filter dryer replacement. Customer's refusal of needed repairs will void this contract.

13. This contract is non-refundable and non-transferable.

14. Konopka-Marsden and Sons may decline service if conditions present a risk of harm to our technicians.

15. Konopka-Marsden and Sons reserves the right to terminate this contract should the customer fail to provide a safe and reasonably clean area in which to work.

16. This contract will automatically renew yearly. Contract price will be adjusted annually. You must call the office to cancel.

17. All disputes regarding and terms or performance of the terms of this Agreement, shall be subject to Arbitration in accordance with the rules and regulations of the American Arbitration Association. No suit at law or in equity based on such dispute shall be instituted by either party, other than to enforce the award of the arbitrators. Such Arbitration shall be held in the county where the property is located and shall be governed by New Jersey Law. Written notice of demand for arbitration must be filed with the other party to the contract and with the American Arbitration Association within a reasonable time after the dispute has arisen.

## Labor Coverage During Maintenance Inspection

It is agreed that we will provide such labor to perform the above AC maintenance lists, as may be required to keep the air conditioning equipment and /or accessory, as listed below, in proper working order. If additional problems are found during the maintenance inspection, we will, with the customers approval, perform the necessary repairs at a 20% discount on any parts\* (excluding refrigerant) needed to perform such repairs at the time of inspection, subject to the parts availability.

Discounts apply to covered equipment listed below.

Make	Model/serial	Filter Size	Price

**This Agreement Price \_\_\_\_\_ Per Year (NON-REFUNDABLE)**

The effective date of this contract is April through September. Contract pricing will be adjusted annually. **Date:** \_\_\_\_\_

Customer Name \_\_\_\_\_

Address \_\_\_\_\_ Contact Number \_\_\_\_\_

Email Address \_\_\_\_\_

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_