

CHF Mechanical Services, Inc.

CHF Guaranteed Service Agreement

Office: 215.467.1377
Fax: 215.467.3031
Toll Free: 1.866.212.3935

Service Contract

Customer Name: _____

Date: _____

Address: _____

Phone: _____

Tenant: _____

Contract Location: _____

CHF Mechanical Services, Inc.
540 W. Porter Street
Philadelphia, PA 19148

We hereby propose to provide a C.H.F. Service Agreement as follows on:

*HVAC and Mechanical equipment listed in Schedule "A"

Described in Schedule "A" and located where the job is being done

Type of Coverage: Maintenance Inspections

For the primary coverage period starting date and date ending. We hereby agree to perform the following scope based on the terms set forth as part of this agreement.

Preventative Maintenance Visits: Two (2) or Three (3) times a year. (circle one)

Special Services: Inspect all equipment in schedule "A" Two (2) or three (3) times a year. (circle one)

Mehcanical HVAC inspections shall include where applicable, but limited to the following:

- ❖ Replace air filters on Schedule “A” equipment where applicable three times a year
- ❖ Replace blower belts on Schedule “A” equipment where applicable once a year
- ❖ Dry brush cooling coils
- ❖ Clean all strainers
- ❖ Adjust belts if required during each inspection
- ❖ Lubricate bearings and all moving parts
- ❖ Check oil pressure and levels
- ❖ Check refrigerant levels if applicable
- ❖ Check refrigerant pressure and temperature
- ❖ Check operating and safety controls
- ❖ Check all electrical components
- ❖ Check for vibration in all HVAC equipment
- ❖ Check fan shafts and blower wheels
- ❖ Set equipment up for proper season
- ❖ Check and adjust damper operations
- ❖ Check amps and voltage on mechanical equipment
- ❖ Check saftey devices
- ❖ Check all HVAC and Steam System thermostats
- ❖ Check perimeter steam system and associated controls
- ❖ Check for proper mechanical operation of all equipment listed in Schedule “A”

Initial and Date

CHF Guaranteed Service contract Agreement
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Office: 215.467.1377 *Fax 215.467.3031
Toll Free 866.212.3935
Email: CHFMechanical@aol.com
Visit us at CHFMechanical.com

C.H.F. MECHANICAL SERVICES, INC.

C.H.F. Guaranteed Service Agreement
540 W. Porter Street, Philadelphia, PA 19148

Date Submitted: _____

By: Charles Fuller

Based upon the equipment specified in Schedule "A" C.H.F. Mechanical Services, Inc. shall be paid for C.H.F. Guaranteed Service Agreement in accordance with the following price and payment schedule:

Year 1: Start Date: _____ End Date: _____ Price: \$220 per system inspected two (2) times per year, \$325 per system inspected three (3) times per year.

This proposal, including C.H.F.'s Satisfaction Guarantee and Clarifications, is hereby accepted this _____ with the definite understanding that there are no verbal agreement

Today's date
changing or modifying this agreement as above written.

Signature

Charles Fuller
C.H.F. Mechanical Services, Inc.

<u>Qty</u>	<u>Model/Make</u>	<u>Location</u>
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C.H.F. MECHANICAL SERVICES, INC.

C.H.F. Guaranteed Service Agreement
540 W. Porter Street, Philadelphia, PA 19148

SATISFACTION GUARANTEED

1. It is the intent of C.H.F. Mechanical Services, Inc., to exceed to the quantity of service that our clients expect. Customers may discontinue service if they are not satisfied with our service as follows: This agreement may be terminated prior to each contract year end provided that 90 days written confirmed notice of such termination is preceded, by written notice of dissatisfaction of performance and that a period of 45 working days is provided to satisfy clients concerns. If termination precedes the agreement term the customer agrees to pay for the value of service exceeding contract payments or 4% of the total remaining contract amount, whichever is greater. C.H.F. Mechanical Services, Inc. may cancel this agreement upon written notice to customer in the event that customer does not comply with the customers responsibilities as outlined.
2. It shall be understood that:
3. In order to perform our obligations under this agreement you will provide ready access to the equipment.
4. If original repair and replacement part becomes obsolete or unavailable from the original equipment manufacturer, our obligation to obtain such part shall cease.
5. This agreement does not include the complete replacement of any equipment or any major system components, nor does it include any service not considered normal maintenance and service unless specifically defined. The repair of any system or component will not be covered if the value of such repair exceeds 40% of a new replacement unit price offered by C.H.F. Mechanical Services, Inc. (excluding installation modifications)
6. The amount of any present or future taxes related to C.H.F. Guaranteed Service and Maintenance shall be in addition to the contract sum provided in this agreement.
7. All services required by customer hereunder after regular working hours, Saturdays, Sundays, and holidays shall be invoiced at regular overtime rates, unless indicated otherwise hereafter.
8. Any alterations, additions, adjustments or repairs made by others to the equipment set forth in schedule "A" unless accepted by C.H.F. Mechanical Services, Inc. shall terminate our obligations hereunder, and we shall be paid all sums due us of that time.
9. C.H.F. guaranteed Services and Maintenance furnished hereunder shall not include the starting and stopping the subject equipment, opening and closing of valves, or other operations unless defined.
10. We do not include any services required due to improper operations, negligence or misuse, deficiencies in design, insurance companies or agencies, any codes or due to any cause beyond our control.
11. We shall not assume any consequential indirect or speculative, damages of any kind or mature whatsoever or damages to property, injuries, or for expense incurred in removing, replacing or refinishing any part of the building structure necessary for the execution of this agreement nor shall we be held liable for any loss or damage due to delay in furnishing materials or services caused by reason of strikes or labor troubles or any other causes.
12. We shall not assume any liabilities or repair cost due to damage or failing of heating, cooling heat exchanges or tubes, water, refrigerant or airside.
13. This agreement does not include any services for the following: non maintainable components, air conditioning ductwork, grilles, registers and diffusers, smoke detecting, fire or life safety protection system and controls; air, water balancing; electrical disconnect switches and circuit breakers; recording or portable instruments, gauges or thermometers; piping repairs; equipment repairs for damage due to freezing; cleaning of condensers more than once a year; refrigeration equipment hardware cabinetry or structural components; repairs on electrical power or control wiring; repairs to any structural or non-mechanical components of included cooling towers.

14. The furnishing of water treatment is not included in this agreement unless specifically noted hereafter.
15. Our contract offer is based on the equipment being in proper operation condition. C.H.F. Mechanical Services, Inc. assumes no liability for pre-existing conditions. Upon formal acceptance of our contract offer, we shall notify customer of the intended schedule of our "acceptance operating inspection" which shall normally commence within 45 working days of signing, appropriate weather of operating conditions and or our first annual predictive analysis. Upon completion of this "acceptance operating inspection", within 45 days shall provide recommendations for repairs and modifications that are necessary for C.H.F. Mechanical Services, Inc. to accept agreement. Any significant repairs before this acceptance will be covered by the contract only if it is agreed that the incident would be a reasonable and normal failure at the discrepancy of C.H.F. Mechanical Services, Inc.
16. Refrigerant is excluded from this agreement. We only include coverage of refrigerant if specifically defined in our offer and provided customer accepts our conversion/containment and monitoring recommendations, which shall be provided with our "acceptance operating and inspection report" within the time frame, defined above. If refrigerant coverage is included, the contract included a refrigerant leakage allowance and the refrigerant coverage shall be limited to 5% of the total unit charge per year.
17. No waste disposal costs are included in this agreement C.H.F. shall not remove or pay for the disposal cost of hazardous used refrigerant or oil. Compliance with the Department of transportation regulations does not allow for the transportation of hazardous waste by C.H.F. Mechanical Services, Inc.
18. Asbestos and/or any other hazardous materials testing or abatement of any kind will not be covered under this service agreement. Asbestos and/or any other hazardous materials testing, abatement and containment are the sole responsibility of the owner.
19. C.H.F. shall not be responsible for the detection, abatement or removal of lead or products found to exist in included or any other piping, equipment or system.
20. This agreement does not include prevention of the growth of mold, bacteria, fungus or any other microbial organisms or contaminates of any kind C.H.F. shall not be responsible to identify, register, handle, clean or dispose of these or any other contaminates.
21. Any labor material or equipment liabilities assumed by C.H.F. under the terms of this agreement so not extend beyond the agreement's effective expiration or termination date.
22. Payment terms for this agreement are net thirty (30) days. A one and one half (1½%) percent per month service charge will be applied to past due balances. Failure to make payment when due may result in the suspension or termination of contracted services.
23. This proposal is the entire agreement and the initial term becomes effective on the date both parties approve.

Owner/Agent Initial _____ **Date** _____