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KCHVAC Maintenance Plan Service Agreement

This Maintenance Plan Service Agreement ("agreement") is entered into by and between the customer executing this agreement who is either (a) the owner of the real property or (b) is authorized as an agent of the owner where the HVAC equipment is located (hereinafter "you" or "your") and K. C. Air Conditioning Inc. a California Corporation (hereinafter "KCHVAC" or "we" or "us"). Where you and we are referred to jointly then we are jointly identified as "our" or the "parties".

KCHVAC is a licensed contractor in the State of California, License number 1033492, and maintains liability insurance. This agreement is effective the date this agreement is signed by you ("Effective Date") This agreement covers each HVAC unit ("unit") entered in the KCHVAC service application ("KCHVAC website"), or as listed on the KCHVAC invoice and includes any additional units that you want covered by this agreement and for which you pay us an additional fee.

This agreement covers each unit covered by the maintenance plan described below. We will provide one (1) scheduled service annually for each of your covered units during the initial one (1) year term. Our Maintenance Plan shall include the following for each covered unit and/or system.

a. **Operational Analysis.** We will test and inspect the existing operation and performance characteristics of the customer owned HVAC equipment. Inspections will include non-destructive testing, vibration and noise monitoring, chemical analysis, and routine visual inspection. These services are performed to ensure that the system(s) are in proper operating condition and to identify any potential system issues or failures. The following services are provided as part of the operational analysis:

Visually inspect the following:

1. Fan assemblies
2. Belts and sheaves
3. Motor mounts & vibration pad
4. Electrical connections & contactors
5. Heating and cooling coils
6. Filter media and racks
7. Sight glass condition
8. Bearings
9. Spray nozzles & pans
10. Ignitor & flame assembly
11. Heat exchangers
12. Compressor sections
13. Condensing sections
14. Heating sections
15. Humidifiers & strainers
16. Seals & packaging
17. Condensate drains & pans
18. Flame composition
19. Flue stack assembly
20. Lubrication requirements
21. Oil sump, heaters & temperatures
22. Starter operation
23. Water flows
24. Motor operating conditions
25. Suction & discharge pressures
26. Flow switch operation
27. Control interlocks
28. Damper operation
29. External interlocks

30. Motor voltage & amperages
31. Refrigerant charges
32. System(s) leaks
33. Oil & fluid levels
34. Pressure & temperatures
35. Outside air intakes
36. Refrigerant pump down
37. Crankcase heater

b. **Preventive Maintenance.** We will provide preventive maintenance on your system(s) to detect early signs of deteriorating performance and to identify any potential mechanical failures. These services are intended to diagnose and solve equipment problems before they occur. Preventive maintenance service is performed on an ongoing basis and is scheduled with little or no equipment downtime with its primary objective aimed at system durability, reliability, efficiency, and safety. Preventive maintenance services will extend the life of your HVAC system(s). The following preventive maintenance services will be provided to you by us for your system(s) and as required:

Calibration:

38. Temperature controls
39. Operating & safety controls
40. Humidity & pressure controls
41. Transmitter & receiver gauges
42. Economizer controls

Adjustment:

43. Check for adequate refrigerant charge
44. Purge system(s)
45. Superheat
46. Damper & valve linkages
47. unloaders
48. Belt tensions; replace annually
49. Fan rpm's
50. Chemical feed equipment
51. Gas pressure regulators
52. Combustion air ratios
53. Set points
54. Ignitor & flame rod assembly
55. Sump floats

Alignment:

56. Belt sheaves
57. Pulleys
58. Coil fins
59. Belt drives

Vibration:

60. Damper linkages
61. Fan bearings
62. Axial vane drives
63. Pumps
64. Motors

Secure and tighten:

65. Motor terminals
66. Control terminals
67. Piping clamps
68. Line fittings
69. Mounting hardware
70. Electrical connections
71. Equipment panels
72. Motor mounts

73. Vibration pad nuts & bolts

74. Damper sections

Cleaning:

75. Control devices

76. Electrical contactors

77. Condenser coils (with water)

78. Evaporator coils (as required)

79. Fan blades & impellers

80. Pilot & burner orifices

81. Ignitors

82. Condensate pans

83. Tower basins

84. Sumps & floats

85. Baffles & fill

86. Nozzles & passages

87. Equipment areas

88. Burner orifices

Filters:

89. Replace all filters

Belt Drives:

90. Change belt drive if needed

Recommendations:

91. Make recommendations of any needed repair to the system

This maintenance service should be scheduled during normal working hours, Monday through Friday, 8 a.m. to 4:00 p.m.

PLEASE CALL 626-689-8068 TO SCHEDULE A CONVENIENT SERVICING DATE.

General Terms and Conditions:

1. **Renewal.** This agreement cancels and supersedes all prior agreements between the two parties for service. Agreement is effective on the date of invoice and will remain in force for one (1) year. Agreement is self-renewing and will renew annually at prevailing rates, terms and conditions, unless and until terminated by either party in writing, not more than 30 days from billing date.

2. **Payment.** Charges for agreement will be invoiced annually. If customer fails to pay within 30 days of billing date, KCHVAC has the right to impose a late payment charge (1.5% finance charge), or the maximum rate allowed by applicable law, whichever is less, on unpaid balance at the monthly periodic rate. Agreements not paid in full within three months will be removed from customer's account and any services performed during this period will be billed at KCHVAC's prevailing rates. Upon breach of terms or default in payment, KCHVAC reserves the right to withhold service. Failure on the part of the customer to make payment when due shall relieve KCHVAC of the entire obligation of providing service under this agreement.

3. **Cancellation of Agreement.** Either party may cancel this agreement by providing 30 days written notice. Agreement is transferable to a new homeowner when service is established with KCHVAC. After 30 days from invoice date there is no refund of this agreement.

4. **Conditions of Equipment.** In the event that the equipment under agreement is no longer economically repairable, we will provide customer with a quote to replace, until replacement takes place, no further service work will be performed.

Customer is to keep equipment accessible and free from any obstructions that deter proper servicing of equipment. Area around equipment, including crawl space must be dry.

Attic unit must have adequate flooring to service unit, no exceptions will be made.

5. Exclusions. KCHVAC will not be held responsible for any changes, additions or deletions to existing equipment that may be dictated by local codes, government authorities, insurance companies, or any other third party unless authorized and paid for by the customer.

This agreement does not cover loss or damage resulting from fire, water, windstorm, hail, lightning, earthquake, theft, riot, misuse or abuse, or any other circumstance beyond the KCHVAC's control.

This agreement does not cover high voltage electrical work, blown fuses, disconnects, circuit breakers, plumbing or piping, or other equipment beyond that listed herein. This also includes nonworking parts of equipment, including diffusers, ductwork, blower housings, coils, unit cabinet, trim, pipes, supports, insulation, etc.

Additional equipment used in conjunction with the operation of the system, such as humidifiers, air cleaners, electronic thermostats, etc. is not covered under this agreement.

Design criteria, air balancing, improper sizing, or design deficiencies beyond failure of equipment covered herein would be subject to an additional charge.

Liability for injury or damage to persons or property or consequential damage resulting from defects in or non-operation of equipment or its accessories, nor resulting damage from emergency drain pans or clogged condensate drain lines.

All replacement parts are not covered by this agreement, but will be discounted by 10% when replacement is necessary.

6. Default by customer. KCHVAC reserves the right to terminate agreement without notice or refund if any of the following occur: Customer permits any person other than an employee or authorized representative of KCHVAC to perform service on customer's equipment.

Customer fails to keep account current in accordance with existing credit policy of KCHVAC. In such case, KCHVAC reserves the right to withhold service.

7. Returned Payment. If your payment by check is returned, your payment via credit card is denied, or your electronic funds transfer is denied due to insufficient funds, or a closed account, you authorize KCHVAC to collect the amount of the payment plus any applicable returned payment fees of up to \$45.00 or up to the maximum amount allowed by law or regulation. When payment is made by credit or bank card, the payment may also be subject to the terms and conditions required by the bank or credit card issuer.

8. Service Calls. It is the customer's responsibility to contact our office to schedule the maintenance service call. This maintenance service will be performed during normal working hours, Monday through Friday 8 am to 4:00 pm. KCHVAC is not responsible if this maintenance service is not performed due to the unavailability of customer to schedule work. If you are not available for a scheduled service call, please call us at least 24 hours in advance in order to reschedule your visit at no charge. However, if you do not give us at least 24 hours' notice of a service call cancellation or our technician arrives to perform a service call and you or a person over the age of 18 is not present to authorize the service then we will charge you \$59.99 for the missed service call appointment.

9. Service Hours. Normal service covered by this agreement will be performed during our regular working hours, Monday through Friday, 8:00 am to 4:00 pm. Emergency service including service call after regular working hours or you require the services to be performed in less than 24 hours from your request, then there will be an additional charge of \$199.00 per service call. Emergency service constitutes no cooling or water leaking where property damage may occur.

KEEP THIS AGREEMENT FOR YOUR RECORD