

## Premier Plan

### Tune-Ups Include

- Clean & Check (Condenser/Evaporator Coils)
- Check Operating Pressures
- Check Safety Controls
- Replace or Wash Filters (Customer Supplied)
- Check and Adjust Blower Components
- Check Starting Capabilities
- Check Air Flow
- Check and Clear/Clean Primary & Secondary Drains
- Check for Proper Temp. Difference
- Check & Tighten All Electrical Connections
- Check Voltage and Amps
- Check Thermostat Calibrations
- Make recommendations for improvement



### PLAN FEATURES & BENEFITS

- Improved Efficiency
- Extended Equipment Life
- Improved Capacity
- 10% Discounts on Repairs
- Two Biannual Precision Tune-Ups
- Priority Customer Status
- Agreement Plan Transferable
- Discounted Service Charges
  - **\$79.00** During Regular Business Hours
  - **\$149.00** Nights & Weekends

#### 1 YEAR AGREEMENT PLAN PRICING

1 – System	<b>\$199.00</b>
2 – Systems	<b>\$298.00</b>
3 – Systems	<b>\$397.00</b>

Kelly Air Systems is pleased to offer you our Energy Saving Maintenance Agreement. With the Prestige package you enjoy peace of mind knowing your HVAC system is in good hands. With our exceptional, knowledgeable, dedicated, and highly trained technicians performing your hassle-free maintenance you will be able to enjoy the cool air and comfort in your home. Reach out to us today to discuss the Premier plan and safeguard your HVAC equipment.

#### Maintenance Visit Scheduling

Precision Tune-Up Visits are scheduled for regular business hours 8:30 AM to 3:30 PM, Monday through Friday. All precision tune-ups must be scheduled a minimum of 1 week in advance to ensure prompt service. Kelly Air Systems retains the right to reschedule appointments for any unforeseen occurrence. Kelly Air Systems will make all attempts to contact the homeowner to schedule the appointments.

\*\*\*\*THIS AGREEMENT PLAN IS FOR MAINTENANCE ONLY & DOES NOT COVER THE COST OF A TRIP CHARGE, ANY SERVICE REPAIRS, REFRIGERANT, AND OR PARTS.\*\*\*\*



Licensed and Insured

# CAC1819550

## Terms and Conditions

### Warranties:

The manufacturer warranties just and only defective mechanical parts and components for a period of ten (5-10) years on residential equipment (some special equipment does not apply) and one (1) year on commercial equipment if registration was filed properly and on time. See Manufacturer Limited warranty for specific warranty coverage information. The manufacturer does not warranty failed parts due to wear or tear due to weather conditions, maluses, and or lack of maintenance.

Kelly Air Systems warranties its labor (workmanship) after completion of the following services: new installations (1 year), service calls (30 days), cleaned/cleared drain lines (30 days) and install an overflow safety device (30 days). Kelly Air Systems warranties its labor against defects of workmanship, which labor shall be performed in a good and workmanlike manner in accordance with local industry standards, this warranty does not cover equipment, appliances or materials as these items are governed solely by manufactures warranties. Kelly Air Systems disclaims all liability for any damage of any kind related to biological growth, fungus, mildew, or chemicals. It is the customer's responsibility to control the biological growth or spread of any bacteria's through proper maintenance of the equipment and the environments of the premises, Dr Kool hereby disclaims any and all other warranties, including but not limited to, any implied warranties of fitness for particular purpose, customer understands and agrees that no other or presentations, whether oral or written, shall create any additional warranties by Kelly Air Systems be on those stated herein. This warranty is the exclusive remedy for defects. Kelly Air Systems' liability under this contract shall be limited to the summons paid by customers for the work under this contract. Furthermore, except to the extent caused by the negligence of Kelly Air Systems. Kelly Air Systems should not be liable for water or other damage resulting from chemical failures. Maintenance issues or damage resulting from infrequent or inadequate supervision of the property. In particular but without limitation, if damage is caused by the fault of Kelly Air Systems is Exacerbated because the damage was not discovered within a reasonable period of time (not to exceed 72 hours from inception of damage) Kelly Air Systems shall in no event be liable for any exacerbation of damage resulting from failure to discover the damage within such reasonable period of time.

### Exclusion and Clarifications:

Work to be completed during normal business hours (M-F 8am - 5pm) - No temporary A/C or heat unless otherwise indicated above - Kelly Air Systems reserves the right to quote new equipment prior to project start - Kelly Air Systems is not responsible for condition of existing: duct system, refrigerant lines, high and low voltage wires, electrical panel or circuit breakers, condensate drain lines, structural modification such as trusses removed or cut, holes and cracks, or condition of existing roof curb unless otherwise indicated above. Kelly Air Systems will not be held responsible for delays due to Acts of God, weather and/or Safety conditions beyond what is deemed reasonable by Kelly Air Systems. Any additional work not mentioned in the above work scope will be billed at an additional rate and will need to be preapproved in writing. Any and all accepted quotes or estimates by customer have 24 hours from date and time of acceptance to cancel. All cancellations after 24 hours of acceptance that are canceled prior to start or completion of work, a cancellation fee of 10% of the accepted quote or estimate will be charged to the customer.

The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional request or conditions in any form delivered by you ("Customer") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Kelly Air Systems ("Contractor") to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Contractor have signed a separate agreement, in which the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Contractor and are referred to herein as either "Terms and Conditions" or this "Agreement." The customer accepts these Terms and Conditions by signing this agreement.

Kelly Air Systems Service Charge rates are \$149.00 during normal business hours (Monday - Friday 8:00 AM - 4:00 PM) and \$149.00 for after hours (Monday - Friday 4:00 PM - 8:00 AM & All-Day Saturday & Sunday). Holiday Rates are \$199.00. All repairs, services, and installations are flat-rate pricing.

For accounts that are not paid within 30 days upon work completion, Customer agrees to pay a late charge on any outstanding balance at one and a half percent (1.5%) per month or eighteen percent (18%) annually on the unpaid amount calculated from when the date payment was due. Should Contractor retain the assistance of a third party, including to and without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Contractor's costs associated therein including to and without limitation, reasonable attorneys' fees, court costs, and interest at the maximum legal rate. The contractor holds no liability for damage to property sustained from clogged condensate drains. The contractor is not responsible for damage to equipment due to lack of maintenance, improper use, corrosion, water intrusion, or building defects. HVAC systems in buildings are not limited to the Heating, Ventilation and Air Conditioning equipment alone. Other components that are part of the system include high voltage wiring, disconnects, breakers, control wiring, condensate drains, refrigerant piping, ductwork, insulation, and structural supports. All these factors affect the overall performance of your HVAC equipment. The contractor is not liable for any of these conditions unless otherwise indicated.

Concealed conditions, which affect the progress of the work, will be addressed on a time and materials basis. Contractors require access to the interior spaces of the building prior to commencement and throughout the performance of the work for the purpose of identifying pre-existing interior damage and/or mitigating damage that might occur. Failure to provide access as outlined above will relieve the contractor of responsibility for any claims of interior damage. The customer will be deemed to have accepted Contractor's performance as complete under this Agreement unless Customer has notified Contractor in writing otherwise within fifteen (15) days of substantial completion.

Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction defect in your home. Sixty days before you file your lawsuit, you must deliver to the contractor, subcontractor, supplier, or design professionals a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractors, suppliers, or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor or any subcontractors, suppliers, or design professionals. There are strict deadlines and procedures under Florida law.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY PR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, "THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY, THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**