

Improving Lives by Improving Homes Since 1999!

Air Conditioning, Heating, Indoor Air Quality, and Building Science.

### Plan Benefits:

- ✓ Priority Service
- ✓ Guaranteed Service Call Window with Set Response Time
- ✓ No After Hours Fees
- ✓ Parts/Labor Guarantees
- ✓ Reduced cost on all service parts & labor
- ✓ Custom maintenance for every aspect of your home
- ✓ The Peace of Mind that you are taking professional care of your most valuable asset.

## **Optional Maintenance:**

Maintenance:
☐ HVAC System Check Up – 3 credits
☐ Dryer Vent Cleaning – 3 credits
☐ <b>Dehumidifier Maintenance</b> – 3 credits
☐ Humidifier Maintenance – 2 credits
☐ Replacement UV Bulb - 6 credits
☐ Additional Mini-Split Head – 1 credit
☐ Replacement Media Filter – 3 credits
□ 1 Additional credit - \$2.00 per month

What is included in our Annual HVAC System Check UP?

- ☐ Chemically treat the indoor air coils
- ☐ Wipe down blower components
- lacksquare Check temperature differences
- ☐ Confirm thermostat calibrations
- ☐ Check all safety controls
- ☐ Check all electrical connections
- ☐ Check voltage and amp draws
- ☐ Chemically treat condensate drains
- $\square$  Replace client supplied filters
- ☐ Wash down outside air coils☐ Wax shell components to help
- prevent rust
- ☐ Make seasonal recommendations to Signature increase the life and efficiency of the units.

#### NCFAC PEACE OF MIND PRIORITY MEMBERSHIP CLUB



# It's all about ...vour priorities!

Let the Professionals at North Central Florida Air Conditioning help you take your life back with our Peace of Mind Priority Membership Program. You select the level of Priority Service your lifestyle needs, add the additional maintenance items your home needs, and let us take

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#### TERMS AND CONDITIONS

Thank you for purchasing a Peace of Mind Agreement ("POM") from North Central Florida Air Conditioning ("NCFAC"). Under this Agreement, NCFAC will grant priority service and perform certain inspections and preventative maintenance services for the equipment that is covered by this Agreement. Regular maintenance is important to enable your systems to operate efficiently and to reduce the risk of system failure. However, properly performed regular maintenance does not and cannot ensure that your equipment will never fail. This Agreement is not an insurance policy, a warranty against system failure, an extended warranty, or a service contract, and this Agreement does not cover the cost to repair or replace your equipment in the event of a breakdown or failure.

**INSPECTION OF EQUIPMENT BEFORE EFFECTIVE DATE**: NCFAC reserves the right to inspect all equipment and perform any work at the owner's expense necessary to put the equipment in good operational shape before entering into an Agreement. Further, NCFAC reserves the right to reject any equipment for inclusion in an Agreement if, upon inspection, the equipment is found not to be a suitable condition for an Agreement.

**EFFECTIVE DATES:** This Agreement goes into effect as of the day payment is received and will extend for twelve (12) months. It will automatically renew unless cancelled by either party by giving written notice no less than thirty (30) days prior to an annual renewal date. This Agreement is subject to a price revision at any time upon no less than thirty (30) days' written notice from NCFAC. This is an annual contract. **Any discounts or services received will be billed at full retail rate if terminated.** 

PAYMENT OF MONTHLY/YEARLY FEE: The monthly/yearly fee for this Agreement is billed in advance and is due in a lump sum upon execution of this Agreement. Both Yearly and Monthly payments must be secured by electronic debiting (i.e. credit card or electronic check) and will be charged the same day of each month or if paid yearly on the anniversary date of this agreement. Entire yearly fee is due even if service is terminated prior to contract expiration. No Refunds are ever given.

**COVERED EQUIPMENT**: This Agreement covers only the equipment specifically listed in the Agreement and only the electrical, gas, or oil operated units inside such equipment. This Agreement does not cover duct work, flues, pipes, electrical or plumbing work, or balancing outside of the covered units.

SCHEDULING OF APPOINTMENTS: NCFAC will attempt to contact the customer by phone to schedule appointments. If unsuccessful, NCFAC will attempt to contact the customer by mail. The customer has the ultimate responsibility for scheduling when NCFAC is unable to contact the customer through reasonable efforts. Maintenance appointments require six consecutive months of payment for the annual period. **Refunds will not be provided.** 

CONDITION OF EQUIPMENT AT MAINTENANCE APPOINTMENTS: Equipment must be operational at time of the scheduled maintenance appointment. If any equipment is not operational, a service charge, not included in the fee for this Agreement, will apply at NCFAC'S normal rates. In addition, an additional charge may apply if customer's equipment has been tampered with or adjusted by anyone other than NCFAC service technicians. Only components of the equipment that are accessible as of the time of the maintenance appointment will be inspected and maintained.

**DISCOUNT ON SERVICE CALLS AND REPAIRS:** As an Agreement customer of NCFAC, the customer will receive a discount off of NCFAC'S normal pricing AND the Dispatch Fee. NCFAC reserves the right to decline to replace major components, such as compressors and heat exchangers, where NCFAC determines that replacement of the entire system is the preferred approach. NCFAC agrees to use reasonable efforts to provide its Agreement customers with priority service.

PAST DUE ACCOUNTS: No maintenance or service will be performed under this Agreement if the customer has a past due account. NCFAC further reserves the right to cancel this Agreement where the customer provides inaccurate information or is uncooperative, in the event that the customer fails to make any payment required under this Agreement when due, or in the event the customer fails to pay for any goods or services provided by NCFAC whether in connection with this Agreement or otherwise.

CHANGES: This Agreement sets forth the entire agreement between NCFAC and the customer regarding this subject matter. Customer acknowledges that no representation, promise, or agreement has been made by NCFAC relating to this Agreement other than as expressly set forth herein. Changes, additions or deletions from this Agreement shall only be made in writing signed by the party to be charged. NCFAC representatives do not have any authority to modify or change this contract on behalf of NCFAC, and no verbal agreement will be binding on NCFAC. This Agreement shall not be valid until accepted by the General Manager of NCFAC.

RIGHT OF CANCELATION: IN ADDITION TO ANY RIGHT THE CUSTOMER MAY HAVE UNDER APPLICABLE LAW, THE CUSTOMER HAS THE RIGHT TO CANCEL THIS AGREEMENT BY MAILING A NOTICE TO NCFAC BEFORE MIDNIGHT ON THE THIRD (3rd) BUSINESS DAY AFTER THE CUSTOMER SIGNS THIS AGREEMENT. THE NOTICE MUST BE MAILED TO: NCFAC, PO BOX 4069, PORTSMOUTH, VA 23701. IF NO SERVICES HAVE BEEN PERFORMED UNDER THIS AGREEMENT OR IF REQUIRED BY APPLICABLE LAW, THE CUSTOMER WILL RECEIVE A FULL REFUND. IF SERVICES HAVE BEEN PERFORMED THE CUSTOMER WILL OWE THE DIFFERENCE BETWEEN SERVICES RECEIVED AND PAYMENT RENDERED.

**TRANSFER OF AGREEMENT:** This Agreement relates specifically to the dwelling where the equipment is located and cannot be transferred to equipment at any other location in the event that the customer relocates or otherwise. This Agreement may be transferred by the customer to a purchaser of the customer's residence, and, in such event, these terms and conditions will apply to the new owner. This Agreement may be transferred by NCFAC at any time.

**RELEASE OF LIABILITY:** This Agreement does not cover and the customer agrees, to the full extent permitted by the law, to release NCFAC from and indemnify NCFAC against: (a) any breakdown or failure of the covered equipment or the cost of any parts or labor related thereto; (b) any failure to detect any defect in or malfunction of the covered equipment; (c) any indirect, special, consequential, secondary, incidental, punitive, or exemplary damages; and (d) any bodily injury, death, or property damage, regardless of cause.

**APPLICABLE LAW; SEVERABILITY:** This Agreement shall be construed and governed by the laws of the Commonwealth of Virginia (without resort to any law or principle regarding conflicts of law). If it is determined that any provision or portion of this Agreement is invalid or unenforceable, such provision or portion shall be stricken, and the remaining provisions and portions hereof shall not be affected, but on the contrary, shall continue to be binding and of full force and effect.

**DISCOUNT SERVICES:** If any discounted services are rendered, and the contract is not fulfilled in full for any reason. All past services will be billed out at full retail rates and charged to the client's account. These fees will be due immediately and must be paid. Any interest or fees incurred in the action of collecting these fees will be charged to the client's account and must be paid in full.

We agree to provide inspections & preventative maintenance as listed below, scheduled by us at regular periodic intervals during the 1 year period of this agreement. Specifically included is the following:

Location	Brand	Year	Model/Serial Number