

HORTON

HEATING & COOLING LLC

PO Box 292

Paulsboro, NJ 08066

Office (856) 224-0456

Fax (856) 224-0598

NJ Contractor Registration # 13VH03896400

NJ Master HVACR License #19HC00364100

Website / **HortonHC.com**

SILVER PLAN

GAS Heat / AC

Preventative Maintenance Membership

Customer:

Phone:

Heating Season

- Check Sequence of Operations in Heating Mode
- Check Temperatures Differences at Supply & Returns
- Check Amperage and Voltage of Blower Motor
- Inspect Wires and Hoses
- Check Safeties
- Check Condensate Drain / Condensate Pump
- Replace Standard 1 Inch – 4 Inch Pleated Air Filter
- Install New Batteries Annually in Thermostat

Cooling Season

- Check Sequence of Operations in Cooling Mode.
 - Check Amperage on Compressor and Outdoor Fan
 - Check Temperatures Differences at Supply & Returns
 - Check Condensate Drain / Condensate Pump
 - Replace Standard 1 Inch – 4 Inch Pleated Air Filter
-
- We will inspect the equipment on a scheduled basis as per this contract and during each inspection perform the applicable services per above checklist
 - At the time of maintenance if any parts are determined not to be in good working condition, we will review with the appropriate person and offer to change these parts for an additional charge.

Please initial below.

1. _____ Total Cost for **TWO VISITS PER YEAR** - \$292.00
(Visits will be tentatively scheduled for May & October)
(Available Option of Recurring monthly Payment as low as - \$24.33)

All calls for services will be returned within 2 hours, and a visit to the property will be made within 24 hours.

Please note: We will make three attempts to call and/or email you to schedule maintenance, on the third and final attempt if you do not return our call, you will forfeit that visit.

Membership Start Date: _____

Customer Signature

Date

Email Address: _____

**ANY REPAIRS OR SERVICES ABOVE \$_____ MUST BE APPROVED
BY _____ PRIOR TO STARTING WORK.**

Benefits of Planned Maintenance	
<ul style="list-style-type: none">• Peace of mind• Automatic, regular inspection service• Potential problems are spotted before trouble and major expense occur• Lower fuel bills	<ul style="list-style-type: none">• Preferential emergency service scheduling• Lubricating, adjusting and cleaning keeps your heating and cooling system running at peak trouble-free efficiency

1. **PRICES:** This proposal shall be valid for 30 days from the date of issue. After such time, prices and terms are subject to change.
2. **QUALITY OF WORK:** All work will be performed in accordance with any drawings or specifications which may have been provided to Contractor and attached hereto, if any. All work will be completed in a substantial workmanlike manner.
3. **CUSTOMER INSURANCE:** Customer is to carry fire, flood, tornado and other applicable insurance coverage upon the premise and above work. The risk of loss shall be with the customer and destruction of the subject matter of this contract shall not relieve the customer of its obligations hereunder.
4. **EXTRA WORK:** Any alterations or deviations from the above specifications involving extra cost must be agreed to, in writing, prior to the commencement of such extra work, and will become an extra charge over and above this contract amount.
5. **SIGNOR'S REPRESENTATIONS:** Signors to this contract represent and warrant that they are either the owner of the property or an agent duly authorized by the owner to enter into this contract.
6. **DELIVERY:** Any delivery or completion date identified in the contract is an approximate date only, and, unless specifically agreed otherwise, delivery of goods and/or performance of services within a reasonable time after the date identified shall be a timely delivery. Contractor is not responsible for any delay caused by items being backordered by suppliers or any delay caused by any shortage or problems with labor, strikes, accidents or delays beyond Contractor's reasonable control. The contractor shall have no liability for any damage claimed to be resulting from such happenings.
7. **ACCEPTANCE:** All claims for damages, non-compliance with contract terms, errors, or shortage in goods/services delivered by Contractor to the Customer shall be made by the Customer in writing within 72 hours after the goods/services are delivered to the Customer. Failure to make any claim within 72 hours shall constitute an irrevocable acceptance of the goods/services and an admission that they fully comply with all terms, conditions and specifications of this agreement. In the event that any part of the goods/services delivered under this contract are not in working order, and the Customer notifies Contractor within the above 72-hour time period, Contractor shall have a reasonable amount of time in which to make necessary adjustments or repairs.
8. **SCHEDULED PAYMENTS** If Customer fails to make a scheduled payment as identified above, Contractor has the right to cease all further work on the property and seek recovery for work already performed without being in breach of this contract. If work is stopped for failure to make payments, Contractor shall not be responsible for any damages which Customer might claim. There shall be a returned check fee in the amount of \$35.00 per incident
9. **LATE PAYMENTS AND COLLECTION:** Customer shall pay a delinquency charge of one and one-half (1 ½) % per month of any installment overdue and unpaid for more than thirty (30) days after its due date. Customers agree to pay all costs of collection, including reasonable attorneys' fees, court costs for pre- and post-judgment collection efforts and post judgment interest at this rate.
10. **ACCESS TO WORK AREA:** Customer acknowledges that Contractor shall not be liable for any damage resulting from activities taken in pursuit of gaining access to work areas. This specifically includes damage caused to interior areas (paint, drywall, carpets, flooring, etc.) and exterior areas (i.e. grass, landscaping, pavement, concrete, etc.) Unless specifically agreed to the contrary, Contractor shall not be responsible for returning the area to its original condition or repairing any damage.

11. **LIMITATION OF DAMAGES:** In consideration of the advantageous pricing quoted by the Contract, it is expressly agreed to by the parties that the Customer shall in no circumstances be entitled to any consequential damages. Customer's claim for damages shall be limited solely to the return of any funds paid to the Contractor on account of this Contract.

12. **DELEGATION:** Contractor reserves the right to delegate its duties under this agreement in whole or in part.

13. **ENFORCEABILITY:** This contract shall be binding and enforceable on the heirs, estates, assigns and successor in the interest of the Customer.

14. **WARRANTIES:** Contractor's workmanship is warranted for a period of 12 months, during which time, Contractor shall have the right in his sole discretion to correct any deficiencies claimed by Customer, deny the warranty claim or refund Customer the amounts paid to Contractor for the work performed in full satisfaction of any claim by Customer. Any separate manufacturers' warranties are attached hereto. All other warranties, expressed or implied, are herein disclaimed by Contractor.

15. **DISCLAIMER OF WARRANTIES:** Except as otherwise set forth herein, Contractor disclaims all representations and warranties of any kind or nature, express or implied, oral or written, whether of merchantability, usage, suitability or fitness for a particular purpose or quality of assets, or any part thereof, or as to the condition, workmanship or value thereof or the absence of any defects therein, whether latent or patent.

16. **MODIFICATION:** The contract represents full and complete agreement between the parties and may be modified only by a writing signed by both of the parties or their duly authorized agents

17. **WAIVER:** Waiver by either Contractor or the Customer of a breach by the other of any provision or part of a provision of this agreement shall not be deemed a waiver of the party's rights under this contract, including the provision waived, and all provisions shall remain in full force and effect as to future performances.

18. **CHOICE OF LAW/JURISDICTION:** This contract shall be governed by the laws of the State of New Jersey and the parties' consent to jurisdiction in New Jersey, County of Gloucester.

19. **GENERAL LIABILITY INSURANCE:** Contractor carries commercial general liability insurance at a minimum amount of \$500,000 per occurrence. The name, address and telephone number of Contractor's carrier is Cumberland Insurance Co. Inc. **A copy of the Certificate of Insurance is available upon request**

20. **INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Contractor, its directors, officers, shareholders, agents, representatives and employees from any and all claims, demands, liabilities, actions, suits or proceedings asserted and/or claimed by third parties arising out of the work performed by Contractor, including attorney's fees and costs. Contractor shall not be responsible for any liability relating to the negligence of the Customer or any third parties.
Accepted by

Customer

Date

Lisa Horton

Contractor

Date