



Maintenance Contract Agreement

This Maintenance Contract Agreement (the "Agreement") is entered into between Ellis Heating and Air Professionals (referred to as the "Contractor") and [_____] (referred to as the "Customer") collectively referred to as the "Parties," effective as of _____ [Date].

1. Scope of Services:

a. The Contractor, Ellis Heating and Air Professionals, agrees to provide regular maintenance services for the HVAC system(s) located at the Customer's premises.

b. The maintenance services shall be performed twice a year, at 6-month intervals, to ensure the optimal performance and longevity of the HVAC system(s).

c. The maintenance contract provides a 10% discount on complete system replacements.

d. The maintenance services will include the following tasks (if applicable):

- Taking pre-maintenance safety precautions to ensure a safe working environment.
- Checking the blower area, including belt tension, motor, bearings, and other components, for proper functioning.
- Changing dirty air filters to maintain good indoor air quality and system efficiency.
- Cleaning the economizer screen and checking the evaporator coil for any buildup or debris.
- Checking the drain trap for any clogs or obstructions to prevent water leakage.
- Inspecting thermostat controls and electrical hookups for proper operation and connections.
- Examining the condenser fan motor for any signs of wear, damage, or malfunction.
- Checking the exchange area for any blockages or restrictions that may affect system performance.
- Checking the ignition area to ensure proper ignition and operation of the HVAC system.

2. Duration:

a. This Agreement shall be valid for a period of 1 year, commencing on the Effective Date.

b. Upon the expiration of the initial term, this Agreement may be renewed by mutual agreement in writing.

3. Maintenance Visits:

a. Ellis Heating and Air Professionals shall schedule and perform maintenance visits at regular intervals throughout the year, specifically twice a year, at 6-month intervals, as agreed upon with the Customer.

b. The Customer agrees to provide reasonable access to the HVAC system(s) during the maintenance visits.

c. In the event that a maintenance visit needs to be rescheduled, Ellis Heating and Air Professionals will make reasonable efforts to accommodate the Customer's request.

4. Fees and Payment Terms:

a. The Customer agrees to pay Ellis Heating and Air Professionals a maintenance fee of \$165 per year for the services provided under this Agreement. The fee shall be payable once a year at a fee of \$165.

b. In the event of late payment, Ellis Heating and Air Professionals reserves the right to charge a late fee of 10%/month

5. Limitation of Liability:

a. Ellis Heating and Air Professionals shall exercise reasonable care and skill in performing the maintenance services, but they do not guarantee the prevention of system failures or malfunctions.

b. Ellis Heating and Air Professionals shall not be held liable for any damages, losses, or expenses arising from the failure or malfunction of the HVAC system(s), except in cases of gross negligence or willful misconduct.

6. Termination:

a. Either party may terminate this Agreement by providing written notice to the other party at least 30 days prior to the desired termination date.

b. In the event of termination, the Customer shall pay any outstanding fees for services rendered up to the termination date.

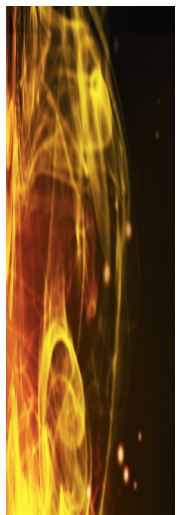
7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of South Carolina.

8. Entire Agreement:

This Agreement constitutes the entire understanding between Ellis Heating and Air Professionals and the Customer with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Maintenance Contract Agreement as of the Effective Date.



Ellis Heating and Air Professionals

By: _____

[Authorized Signatory]

Print Customer Name: _____

Signed: _____

Commencement Date: _____

Service dates (approximate and subject to rescheduling):

1: _____

2: _____

