

Capital City HVAC
Service Maintenance agreement

This Contract for Services is made effective as of of _____, by and between the Applicant: _____ of _____, and Capital City HVAC.

DESCRIPTION OF SERVICES: Capital City HVAC will provide to the following HVAC services (collectively, the "Services"):

- 1 free furnace maintenance per year
- 1 free A/C maintenance per year
- 1 free service call per year
- 1 free hot water system maintenance
- 15% off some parts

All services shall be performed at stated property

SCOPE OF WORK. Capital City HVAC shall provide all labor and materials necessary to complete the HVAC services described above at the property. This includes routine maintenance, repairs, and parts replacement as required.

SITE CONDITIONS. The Applicant acknowledges that this Contract is based on the observations made by Capital City HVAC regarding the condition of the property. The Applicant understands that there may be hidden or unforeseen conditions, such as termite damage, hidden water damage, concealed code violations, or other concealed issues, which could not be identified through a standard inspection. If such hidden conditions are discovered, Capital City HVAC will notify the Applicant and will attempt to reach an agreement to modify this Contract (via a change order) to address these issues. Any extra labor or materials required to address these hidden conditions will not be included in the original contract price.

PAYMENT. The total amount of \$185.00 shall be paid to Capital City HVAC upon execution of this Contract. Payment is due in full at the time of signing. If the Applicant fails to make the payment when due, Capital City HVAC reserves the right to treat such failure as a material breach of this Contract, which may result in the cancellation of this Contract or other legal remedies.

TERM. This Contract shall remain in effect until canceled by the Applicant. The Contract will be billed annually, and the Applicant will be charged for services for the upcoming year on the anniversary of the signing date.

PERMITS: Capital City HVAC shall apply for and obtain any necessary permits and regulatory approvals from the local municipal or county government for the Services provided. The cost of obtaining these permits and approvals will be included in the total payment due under this Contract. The Applicant is responsible for securing and paying for any necessary easements, variances, zoning changes, or other modifications required for the Services to be performed.

INSURANCE: Capital City HVAC shall maintain general liability insurance, workers' compensation insurance, and builder's risk insurance. Prior to commencing the work, Capital City HVAC will provide a certificate of insurance. The Applicant is responsible for maintaining insurance that covers the replacement cost of any improvements under this Contract in the event of loss due to fire, casualty, storm, or theft of materials from the site. The Applicant will provide proof of this insurance prior to the start of work.

SURVEY AND TITLE: The Applicant will mark the property lines and provide boundary stakes by a licensed land surveyor if there is uncertainty about the property boundaries. This is required for the installation of geothermal heat pump loops or wells. Additionally, the Applicant shall provide documentation proving ownership of the property, and any covenants, conditions, or restrictions that may affect the property must be disclosed to Capital City HVAC.

CHANGE ORDERS: Capital City HVAC may make changes to the scope of the work during the term of this Contract. Any changes to the scope of work must be made in writing and signed by both parties, and will be considered a formal "Change Order." These Change Orders will become part of this Contract. If the cost of the services in a Change Order is not known at the time the Change Order is signed, Capital City HVAC will provide an estimate, and the Applicant agrees to pay the actual cost, regardless of whether it exceeds the estimated cost.

ACCESS. The Applicant shall provide Capital City HVAC with free access to work areas, including areas for storing materials and debris. The Applicant shall ensure that driveways are kept clear for vehicle movement during work hours. Capital City HVAC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation during the course of the work.

WARRANTY. Capital City HVAC warrants that it will perform its services in a timely and workmanlike manner, using knowledge and recommendations that meet or exceed generally accepted standards in the community and region. The materials used by Capital City HVAC will be of good quality. Capital City HVAC will maintain the manufacturer's warranties on all materials used. The warranty is limited to labor and materials for a period of one year. Capital City HVAC's warranty excludes ordinary wear and tear, as well as damage caused by abuse or improper use by others.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- A. The failure to make a required payment when due.
- B. The insolvency or bankruptcy of either party.
- C. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- D. Failure to make the Services available or deliver them on time as stipulated in this Contract.

COMPLETION OF SERVICES. Upon completion of the HVAC services, Capital City HVAC will ensure that the property is restored to its prior condition and that all work areas are left broom clean and free of debris. Any areas affected by the work will be returned to a state similar to their condition before Capital City HVAC began work.

REMEDIES. In addition to any other legal rights or remedies, if either party defaults by failing to substantially perform any provision of this Contract (including, without limitation, the failure to make a required payment), the non-defaulting party may terminate the Contract by providing written notice to the defaulting party. The notice will specify the default, and the defaulting party will have 2 days from the notice's effective date to cure the default. If the default is not cured within the specified time, this Contract will be automatically terminated.

FORCE MAJEURE. If either party's performance under this Contract is prevented, restricted, or interfered with by causes beyond their reasonable control (such as acts of God, pandemics, epidemics, fire, storm, vandalism, military acts, riots, strikes, or any similar event), then the obligations of the affected party will be suspended to the extent necessary. The affected party will promptly notify the other party of the event and make reasonable efforts to avoid or remove the cause of non-performance. The parties will resume performance once the cause is removed or resolved.

ARBITRATION. Any disputes or controversies arising from this Contract shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Both parties will select an arbitrator knowledgeable in HVAC matters. If the parties cannot agree on an arbitrator, each party will select one arbitrator, and the two arbitrators will select a third. The arbitration will take place at a mutually agreed-upon location. The decision of the arbitrators shall be final and binding.

ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties concerning the subject matter and supersedes any prior oral or written agreements.

SEVERABILITY. If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. If a court finds a provision invalid but can limit it to make it enforceable, the provision will be deemed to be modified accordingly.

AMENDMENT. This Contract may be amended in writing, with the amendment being signed by the party obligated under the amendment.

GOVERNING LAW. This Contract will be governed by and construed in accordance with the laws of the State of Ohio.

NOTICE. Any notice required under this Contract shall be sufficiently given if delivered in person or by certified mail to the addresses provided in the opening paragraph, or to any other address that one party may provide to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. Failure by either party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to enforce the provision later.

SIGNATORIES. This Agreement shall be signed on behalf of Applicant and on behalf of Capital City HVAC by _____ and effective as of the date first above written.

Service Recipient: _____

By: _____ Date: _____

Service Provider:
Capital City HVAC

By: _____ Date: _____