



# NORTH STAR, INC.

## HEATING & AIR CONDITIONING

30968 Vines Creek Rd. • DAGSBORO, DE 19939

DE 302-934-1698 • MD 410-289-2500

TOLL FREE: 1-866-826-5605

[www.northstar-hvac.com](http://www.northstar-hvac.com)

### WORRY FREE MAINTENANCE AGREEMENT

#### • PROVIDING •

Priority Call Status • Discount Labor 20% • Discount Parts 20% • Night/Weekend & Holiday Emergency Service  
• Mechanical System Cleaning • Discount Service Call Fee

Please Mark The Plan or Plans Desired:

- \_\_\_\_\_ Plan 1 Air Conditioning ..... \$150.00  
\_\_\_\_\_ Plan 2 AC with Gas or Electric / Heat Pump with Electric Heat ..... \$240.00  
\_\_\_\_\_ Plan 3 AC & Oil Furnace ..... \$275.00  
\_\_\_\_\_ Plan 4 Oil Furnace includes nozzle/standard oil filter ..... \$185.00  
\_\_\_\_\_ Plan 5 Gas Furnace ..... \$160.00  
\_\_\_\_\_ Plan 6 Geo Thermal Heat Pump (excludes well side/pump pack) ..... \$260.00  
\_\_\_\_\_ Plan 7 Heat Pump w/Gas Backup ..... \$285.00  
\_\_\_\_\_ Plan 8 Duct Less Split Units (1 indoor, 1 outdoor) ..... \$240.00  
(each additional indoor unit \$95.00)

\*\*Note: Discount \$15.00 for each additional A/C or Heat System.

\*\*Options: Humidifier - \$50 ea. \_\_\_\_\_ / Dehumidifier - \$150 ea. \_\_\_\_\_ / Electric Air Cleaner - \$50 ea. \_\_\_\_\_ / ERV - \$100 ea. \_\_\_\_\_

#### **Emergency – 24 Hours a Day, 365 Days a Year to furnish and install the necessary parts.**

- Inspection and cleaning Monday thru Friday 9 a.m. to 4 p.m. One inspection a year for heating and one cleaning per year for air conditioning that **includes (1) standard 1 inch filter per system.** Scheduled during non-peak periods. Owner agrees to make premises available to service contractor to complete inspection and cleaning.
- First hour with service contract \$200, during normal business hours (Regularly \$270). After hours with service contract \$280 (Regularly \$350). 20% Off current labor rate.
- If called out and system is working properly, the full service call fee will apply.
- North Star will call at least once to schedule cleaning/inspection, however, the homeowner can contact us to schedule appointment(s) also. Scheduling is a dual responsibility between North Star and the customer. If no one is home for the "Scheduled" Fall or Spring Cleaning (without canceling), North Star will consider the visit completed.
- Payment is due upon completion of any service calls - if North Star has to pick-up a key for cleaning/inspection/service calls and it's denied the homeowner will be charged \$100.00. Also, a \$50 charge may occur to pick-up any key if the key pick-up location is not on the way to the house/service call.
- All warranties subject to shipping charges.
- Service contracts are for 5 ton units or less / for units over 5 tons contact office for rate.
- If a ladder more than 6 feet is required for servicing/inspection an additional fee will be applied of \$35.00.
- If multiple flights of stairs for unit access is required North Star is not responsible for any cosmetic damages (knicks, marks, etc.)
- A 3% credit card surcharge for credit card usage.
- While completing cleaning or inspection, water heater can be flushed for an additional \$100
- A 100% deposit on all orderable parts is due at the time of order approval.

Filter Sizes: \_\_\_\_\_ Method of Payment: Check# \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp: \_\_\_\_\_ CVC \_\_\_\_\_

THIS AGREEMENT SETS FORTH ALL TERMS AND CONDITIONS BINDING UPON PARTIES HERETO  
(see reverse)

Customer Signature \_\_\_\_\_ Date: \_\_\_\_\_

Local Address: \_\_\_\_\_ Key at: \_\_\_\_\_

Name: \_\_\_\_\_ Email Address \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

#### **WHAT IF I DON'T PAY MY BILL**

#### **BILLS ARE DUE AND PAYABLE ON THE DATE SERVICE IS RENDERED. IF A BILL IS NOT PAID WITHIN 10 DAYS THEN WE ARE NOT REQUIRED TO RENDER ANY**

**ADDITIONAL SERVICES UNTIL PAID IN FULL.** In the event of default, the homeowner will be responsible for the cost of collecting any balance due on the account, including reasonable attorney's fees.

#### **PLAN 1, 2, 3, 4, 5, 6, 7, 8**

Not covered or provided; AC repair after 7 PM and before 8 AM with the exception of when cooling is a health necessity. Window air conditioning units, Portable air conditioning units, Gas fired A/C units, Individual space heaters, Free standing or portable heating units, Solar heating, Radiant heating coils or lines, Electrostatic filtering systems, Deionizers, Fuel storage tanks, Circulators or water pumps, Structural supports or other sheet metal components, Ducts, registers, plumbing or electrical wiring **exterior to the A/C or heat cabinet.** Any condition of scale, rust or corrosion on the water side of the system. Fuel quality, Running out of gas or oil, Damage or Blockage from ice, **Service call where no malfunction is found, Checking cause of high electric bills which are not related to equipment malfunction, Any pre-existing condition.**

#### **WHAT'S AN EMERGENCY**

It's anytime when failure to make prompt repairs could damage another part of your premises, or is necessary to protect the health and safety of the occupant.

#### **WHAT HAPPENS IF I CALL FOR A NON-EMERGENCY?**

We try to keep the number of non-emergency calls down at night so that we can take care of real emergencies in a hurry. If you request us to make a non-emergency service call between 6:00 PM and 8:00 am, on weekdays or anytime on Saturdays, Sundays and Holidays (state & Federal) we will charge you our prevailing rate during these hours for the time it takes to make a service call.

#### **WHAT IF SOMETHING GOES WRONG AFTER A REPAIR?**

What's fair is fair. We'll come as often as necessary to remedy a recurring situation but there's only so much we can do if equipment is worn out. North Star has the sole option to eliminate at any time from the agreement, any piece of equipment it finds to be economically unsound for further servicing or repair.

#### **ARE THERE ANY OTHER CHARGES FOR WORK?**

The homeowner agrees to pay for any services not covered by this agreement which the company renders in good faith in an attempt to minimize property damage or to protect the health and safety of the occupants. Any other work not covered by the agreement will only be performed if authorized by the homeowner or their agent.

#### **ARE THERE TIMES WHEN SERVICE MIGHT BE DELAYED?**

It's possible! We cannot be responsible for delays caused by situations over which we have no control. Examples are, fires, floods, accidents, riots, labor disputes, transportation delays, materials shortages, or like situations. We will do our best to see that repairs are made as quickly as possible.

#### **ARE THERE TIMES WHEN I AM NOT COVERED?**

Yes, if you or anyone else has damaged a system by plain carelessness or improper use, according to our judgement, or if damaged caused by conditions beyond our control (such as, but not limited to, fires, floods, freeze ups, etc.) or if it is apparent that the systems have been altered, repaired, or serviced by anyone other than us during the term of the agreement, then you are not covered. No reimbursement will be made for the labor or materials not supplied by North Star.

Except for the paid maintenance visits, it is the responsibility of the owner to clean filters. Service call resulting from dirty filters shall be billed at our prevailing rates.

#### **ARE THERE ANY OTHER CONDITIONS?**

North Star reserves the right to reject any agreement if on inspection by servicemen equipment is found in such condition that service will be unsatisfactory to both parties. At that point acceptance of the agreement will be contingent on correcting any faults with a separate time and material work order to bring equipment up to necessary standards.

Service will be substantial as described in this Agreement, and payments to North Star are solely for the services described above.

Customer agrees that North Star is not and insurer an no insurance coverage is offered herein.

Service Contract could possibly be voided if parts/system has to be recommended to be replaced by North Star and customer does not adhere to recommendation.

All work is to be completed in a workmanlike manner and according to standard practices. Customer by acceptance hereof does recognize that aged and deteriorated mechanical fixtures and appurtenances may no longer be serviceable, and does agree to hold North Star blameless for any damage or destruction to those items as a result of conventional repair efforts.

North Star disclaims the implied warranty of fitness for a particular purpose. North Star disclaims the implied warranty that the services performed by it will, in all cases, provide protection against mechanical system breakdown or failure. North Star disclaims the implied warranty of Merchantability.

The parties agree that, to the extent permitted by law, North Star limits or disclaims liability related to use of the equipment the supplies used in connection with the equipment, or the provision of services for the equipment as follows.

a) For direct damages, North Star liability is limited to the greater of the amounts paid by the customer or 10% of the amount required to be paid by customer for the supplies or services giving rise to, or which are the subject of, the claim whether such claim alleges breach of contract, tortuous conduct including but not limited to negligence, or any other theory;

b) North Star disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortuous conduct including but not limited to negligence, or any other theory.

Customer agrees to indemnify and hold North Star harmless from and against any and all claims, lawsuits, losses and damages alleged to be caused by North Star in connection with the services to be provided pursuant to this agreement, including North Stars reasonable attorneys fees and costs in defending any such claim.

If the customer or any other person or entity to whom the Customer resells or assigns and all claims such services wishes to increase the liability of North Star hereunder, Customer or such third party may be applying for same in writing and entering into a supplemental agreement with North Star, obtain from North Star a higher limitation of liability by paying an additional amount consistent with such increase in liability.

#### **HOW LONG DOES THIS AGREEMENT LAST?**

Customer agrees to subscribe to the agreement for a minimum of one year (12 Months). The agreement is renewable and may continue from year to year as long as premiums are up to date. At renewal the premium quoted will reflect the age of the mechanical systems and current service cost. A purchase of new equipment shall in no way extend the maintenance coverage period. This agreement is transferable to a new owner of the same location. In the event of the agreement is cancelled by the homeowner, return of the premium shall be based upon 90 percent of pro-rated premium, less the cost of materials or services that have been provided. This agreement may be cancelled by North Star at any time. In the event the agreement is cancelled by North Star the return of premium shall be based on 100% prorated premium.