



# NORTH STAR, INC.

## HEATING & AIR CONDITIONING

30968 Vines Creek Rd. - Dagsboro, DE 19939

DE 302-934-1698 \* MD 410-289-2500

TOLL FREE: 866-826-5605 \* FAX - 302-732-3975

<http://www.northstar-hvac.com>

Job # \_\_\_\_\_

### WORRY FREE- PROTECTION DEFINED MAINTENANCE REPAIR AGREEMENT

\* PROVIDING\*

Priority Call Status \* Discount Labor 30% \*Discount Parts 30% \* Night/Weekend & Holiday Emergency Service  
\*Mechanical System Cleaning \* Discount Service Call Fee

Prorated payment schedule: 25 MAR APR MAY JUN JUL 100% (Spring cleaning/fall inspection/valid till March 25 of following year), AUG SEP OCT NOV DEC 75% (Fall inspection only/valid till March 25 of following year).

Please Mark The Plan or Plans Desired:

- \_\_\_\_\_ Plan 1 Air Conditioning .....\$90.00
- \_\_\_\_\_ Plan 2 AC with Gas or Electric / Heat Pump with Electric Heat.....\$165.00
- \_\_\_\_\_ Plan 3 AC & Oil Heat Repair Service.....\$210.00
- \_\_\_\_\_ Plan 4 Oil Heating Repair Service.....\$125.00
- \_\_\_\_\_ Plan 5 Gas Furnace.....\$90.00
- \_\_\_\_\_ Plan 6 Geo Thermal Heat Pump.....\$250.00
- \_\_\_\_\_ Plan 7 Heat Pump w/Gas Backup.....\$255.00

\*\*Note Discount \$15.00 for each additional A/C or Heating System. All contracts signed after Feb 1 will be billed on Mar 25 in full and scheduled for first inspection through regular scheduling process.

\*\* Options: Humidifiers.....\$20.00 ea. \_\_\_\_\_ Electric Air Cleaners.....\$20.00 ea. \_\_\_\_\_

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

- a) Inspection and cleaning Monday thur Friday 8:00 a.m. to 3:30 p.m. One inspection a year for heating and one cleaning per year for air conditioning that includes a standard one inch filter. Scheduled during non-peak periods. Owners agree to make premises available to service contractor to effect inspection and cleaning.
- b) Rate with service contract \$40, during normal business hours (regularly \$85). After hours \$80 (regularly \$135).
- c) **If called out and system is working properly, the full service call fee will apply.**
- d) **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.**

Filter Sizes Required: \_\_\_\_\_ Additional Fees: \_\_\_\_\_

Number of Contracts: \_\_\_\_\_ Method of Payment: \_\_\_\_\_

Total Amount Due: \$ \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_ Check # \_\_\_\_\_

Balance Owed: \$ \_\_\_\_\_ Credit Card: MC/VISA/DIS/Amexpress # \_\_\_\_\_

Expire Date: \_\_\_\_\_

### THIS AGREEMENT SETS FORTH ALL TERMS & CONDITIONS BINDING UPON PARTIES HERETO

(See Below)

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Local Address: \_\_\_\_\_ Location of Key: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

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

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

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 the 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 I DON'T PAY A BILL ON TIME?**

Bills are due and payable on the date services are rendered. If a bill is not paid within 10 days then we are not required to render any additional services. 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.

## **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 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 calls 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 service described above.

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

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 service 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, tortious 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, tortious 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 attorney's fees and cost 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 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 the premium shall be based upon 100% of prorated premium.