



Phone: (201) 290-7738
Phone: (212) 242-6525
Fax: (973) 272-2906

**Agreement for Preventive Maintenance Services and
On Call Repair for Heating, Ventilation and Air Conditioning.**
LABOR INCLUSIVE

Customers Name:

Customers Address:

Phone: Tel:

Fax:

Email:

This agreement for preventive maintenance services and on call repair (agreement) is entered into this of 00/0/0000 (the effective date) and between NY-NJ AC Connection (the contractor)----- (customer).

The parties here to agree as follows:

1. Terms of This Agreement: The initial term of this agreement shall commence on the effective date and continue for a period of one year. Either party may terminate this agreement with or without cause upon thirty days prior written notice to the other party.
2. Labor Inclusive HVAC Preventive Maintenance Service: Contractor shall furnish labor necessary to provide routine inspection, maintenance and repair of the heating, ventilation and air conditioning systems at this location. The preventive maintenance services shall be provided for at this location with the frequency and scope described below:
 - a. HVAC maintenance service will be preformed (----) times a year featuring seasonally specific check-ups as more specifically set forth in exhibit A.
 - b. All repair labor to HVAC units and thermostats necessary to keep the system in efficient operation except for the following:
 - Repairs to or installation of ductwork, unit heaters, disconnect boxes and VAV systems.



- Electrical writing, water supply and drain lines exterior to the HVAC equipment and water treatments.
 - Replacement of major components such as compressors, motors, pumps, shafts, bearings, pneumatic controls, blower wheels, condensers, evaporators, coil cleanings, Freon, air compressors or HVAC systems. Any failure of components due to improper use or age of the equipment up to proper operating conditions.
 - Restoration of units due to damage from storms, fire, floods, tornadoes, sabotage, building settlement or collapse, or any reason beyond NY-NJ AC Connection’s control.
 - Monday- Friday after 5:00 PM. Saturday, Sunday and holiday service requests.
3. Scope of Repair Services: Upon requests by customer, contractor shall provide HVAC repairs and maintenance at locations designated by the customer.
 4. Preventive Maintenance Services: Contractor shall furnish all labor and material necessary to provide routine inspection and maintenance of the heating, ventilation and air conditioning systems (HVAC) for each location. Sites to be serviced with preventive maintenance are listed below. The HVAC Preventive Maintenance Services shall be provided for at each location with the scope described as per exhibit A.
 5. Payment for Preventive Maintenance Services: The total cost for the HVAC Preventive Maintenance Services per agreement year per location shall be as follows:

<u>Site Name</u>	<u>Site Location</u>	<u>Annual Maintenance Cost</u>



Preventive maintenance services shall be invoiced quarterly. All other services shall be invoiced at the time of service, with payment due thirty days of receipt invoice.

Inspections and filter changed performed by the contractor at the above site location at the request of customer in excess of the frequency agreed upon as part of the Preventive Maintenance Services for that location shall be invoiced to the customer as an additional service, as defined in section 6 below.

6. Labor NOT Covered by This Agreement: Emergency service is available 24 hours a day, 7 days a week, 365 days a year. Our average response time is four hours. All time and material not provided by this agreement or the building will be supplied by NY-NJ AC Connection and will be billed to the client separately, An authorized representative of the customer must authorize in writing (post, fax or e-mail) all repairs.

	<u>Hourly Charge</u>	<u>Overtime</u>	<u>Sundays and Holidays</u>
<u>Mechanic</u>	\$175.00	\$250.00	\$350.00
<u>Apprentice**</u>	No charge	No charge	No charge

- Hourly rate is in effect Monday through Friday, 8:00 AM - 5:00 PM
- Overtime rate is in effect Monday through Friday, 5:00 PM – 8:00 AM and all day Saturday.
- Double time is in effect all day Sundays and holidays.

** All major repairs will be billed at one mechanic; there will be no apprentice charge.



7. Warranty of Services: In performing the maintenance service acquired hereunder, NY-NJ AC Connection shall endeavor to use trained and adequately supervised personnel, and to the extent available, those manufactured parts that are warranted against defects in workmanship and materials by the manufacturers thereof.
8. Insurance: NY-NJ AC Connection carried Workman's Compensation, Commercial General Liability and Property Damage Insurance covering the actions of our employees while performing work listed with this agreement.
9. Compliance with the Laws:----- shall be responsible for any additional labor, materials, expenses, or equipment required to comply with the laws and/or regulations imposed or set forth by governing authorities including but not limited to the storage, handling, recovering and/or recycling of refrigerants.
10. Airborne Contaminants: Since NY NJ AC Connection has no control over the contaminants airborne or otherwise that may enter the water cooled air or air cooled condensers, Air Connection assumes no responsibility for damaged, direct or consequential, resulting from any clogging, corrosion, scaling or other deleterious action.

Notices: All notices permitted or required to be given under this agreement shall be given in writing by hand, mail, postage prepaid, facsimile or overnight courier to the parties at the addresses listed below or such other address or addresses as may hereafter to be designated in writing.

If to Contractor: NY-NJ AC Connection
308 Eight Street
Saddle Brook, NJ 07663
Suite B

If to Customer:

11. *Entire Agreement*: This agreement, including attachments, expresses the entire agreement of the parties on the subject matter described herein and supersedes any prior agreement or understanding of the parties. This agreement may only be amended or waived in writing.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written:

NY-NJ AC Connection

By:

Name: Sam Eskenazi

Title: President

Date: 00/0/000

Customer

By:

Name:

Title:

Date: