EXECUTIVE COOLING AND HEATING

ENERGY SAVING MAINTENANCE AGREEMENT

Includes 15% Discount on Repairs, Parts and Labor
and Waiver of Overtime Rates for Emergency Service

1205 Elizabeth St., Suite D • Punta Gorda, FL 33950 • (941) 637-9800 • www.executivecooling.com

We agree to provide you with a complete precision tune-up and professional cleaning semi-annually (twice during each agreement) as described below for your heating and/or air conditioning equipment during the following 365-day period: _____ to _____ (the "Contract.").

Benefits:

- Lower utility bills
- Extended equipment life
- Fewer repairs
- Protection of manufacturer warranty
- 15% discount on repairs, parts and labor
- After hours emergency service at standard rate
- Priority scheduling for emergencies
- Never an overtime charge

Terms:

1. In accordance with Florida law, Customer may elect until midnight on the third business day after signing this Contract, to cancel this Contract and receive a full refund (the "Cooling Off Period"). If a Tune-up has been performed during that time, the Tune-up will be converted to a One-time (Non-ESA) Tune-up and any refund will be calculated on a pro rata basis with deductions for any services or discounts already provided, including the Tune-up.
2. After the "Cooling Off" period, this Contract may be canceled for any reason but will be NON-REFUNDABLE. NON-REFUNDABLE means no amount of the Contract price will be refunded. However, the Customer may assign this Contract to a new owner of the same equipment, OR transfer the balance of this Contract substantially similar equipment at the Customer's new address, so long as the Customer's new address is within 25 miles of our office.
3. Suggested dates for your tune-ups are indicated herein. It is incumbent upon the Customer to contact our office for scheduling. Our efforts to contact the Customer for scheduling in advance of each tune-up are by courtesy and not by obligation.
4. The term of this Contract is ONE YEAR from the date the Customer signs. We are under no obligation to extend the benefits of this agreement beyond that term, unless we have failed to fulfill a tune-up visit scheduled by the customer due to due to press of business. Customer unavailability for Tune-up visits will not merit extension.
5. As a courtesy, we may, at our discretion, send a reminder notice to you when your current Contract is nearing expiration. Renewals are NOT automatic and are the sole responsibility of the Customer.
6. This Contract, and any renewal of this Contract, will not be in effect until full payment has been received.
7. Filters are NOT INCLUDED with this Contract. During each Tune-up, the technician will check filters and change them upon Customer request with Customer-provided filters. It is not possible to stock every size and type of filter on a service van. Therefore, customers are encouraged to source and stock spare filters on hand for replacement during Tune-ups.
8. Maintenance Tune-up work is warrantied for 30 days. Thereafter, any service call will incur a diagnostic fee along with fees for any necessary repairs. Return visits within 30 days that are not related to the maintenance Tune-up will incur diagnostic and repair charges.
9. In any subsequent action, litigation, or proceeding arising from or relating to the enforcement and/or interpretation of this Contract, the prevailing party shall be entitled to recover all of its attorneys' fees, expert witness fees, and costs of court, including attorneys' fees and costs in litigating entitlement and/or the amount of attorneys' fees and costs to be awarded against the non-prevailing party, at the trial court level and upon appeal.
10. BUYER'S RIGHT TO CANCEL

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight on the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

I have read and understand the above terms.

X_____ _____
Customer Signature Date

Customer Name: _____
Billing Address: _____
Equipment Location: _____
Phone: _____ Email: _____

DESCRIPTION OF COVERED EQUIPMENT

TYPE	BRAND	MODEL NO.	SERIAL NO.

Each 21-Point Precision Tune-Up Includes:

Measure efficiency of system	Measure air temperature balance
Rinse condenser coil	Measure compressor efficiency
Flush condensate drain	Apply algicide to drain pan
Inspect air filters	Inspect blower assembly
Test circuit boards	Test starting capabilities
Test safety controls	Safety-test heating coils
Inspect electrical wiring	Inspect relays
Inspect contactors	Tighten electrical connections
Measure volts & amps on motors	Monitor refrigerant pressure
Lubricate all moving parts	Inspect thermostat
Clean evaporator coil in place, if accessible (pull & clean is additional fee)	

INVESTMENT

1 System		2 Systems		3 Systems	
	$175		$325		$475

ADD-ONS (2 tune-ups/year/unit)

Pool Htr ($75 ea)		Minisplit ($75 ea)		Other:_____	
Qty	Cost	Qty	Cost	Qty	Cost

PAYMENT

☐	My Check No. _____ for $_____ is enclosed.			
☐	Please charge my credit card as follows			
Type (select one):	VISA	MC	DISC	AMEX
Card #:			CVV:	
Exp. Date /	Zip Code	Authorized Signature X_____		

OPTIMAL TUNE-UP MONTHS (Choose 2, Not guaranteed, 6-mo spacing recommended)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Payment and signature constitute acceptance and agreement is not valid without both.

Company Representative		Customer Approval	
X_____	Date	X_____	Date