

HVAC Maintenance Agreement

This HVAC Maintenance Agreement ("Agreement") is entered into on this ____ day of _____, 20_ ("Effective Date"), by and between *MAD-AIR LLC HVAC, a Florida limited liability company with its principal place of business at [Address] ("Company"), and **[Homeowner's Full Name]*, residing at [Homeowner's Address] ("Customer").

1. Scope of Services

The Company agrees to provide the following HVAC maintenance services for the Customer's residential property located at [Property Address]:

1.1 Bi-Annual Inspections

Spring Inspection (Cooling System):

Clean and inspect evaporator and condenser coils.

Check refrigerant levels and adjust as necessary.

Inspect and clean the blower assembly.

Test thermostat calibration and settings.

Inspect and tighten electrical connections.

Lubricate moving parts (if applicable).

Clean and inspect the condensate drain line.

Test the system's overall cooling performance.

Fall Inspection (Heating System):

Inspect and clean the heat exchanger.

Check and adjust gas pressure or heat pump settings.

Inspect and clean the burner assembly (for gas systems).

Test and calibrate the thermostat.

Inspect and tighten electrical connections.

Check the flue for proper venting (for gas systems).

Test the system's overall heating performance.

1.2 Air Filter Replacement

Replace or clean the air filter every 1-3 months, depending on the filter type and household conditions.

1.3 Ductwork Inspection

Inspect ductwork for leaks, obstructions, and insulation issues.

Seal any leaks to improve system efficiency.

1.4 Electrical Component Inspection

Inspect and tighten all electrical connections.

Test voltage and current on motors.

Inspect capacitors and contactors.

1.5 Thermostat Inspection

Test and calibrate the thermostat for accurate temperature control.

Replace batteries if necessary (for non-wired thermostats).

1.6 Lubrication of Moving Parts

Lubricate motors, fans, and other moving parts to reduce friction and wear.

1.7 Condensate Drain Cleaning

Clean the condensate drain line to prevent clogs and potential water damage.

Check the condensate pump (if applicable) for proper operation.

1.8 Refrigerant Level Check

Check refrigerant levels and recharge if necessary.

Inspect for refrigerant leaks and repair if needed.

1.9 Airflow Measurement

Measure and adjust airflow to ensure balanced distribution throughout the home.

1.10 Safety Controls Testing

Test all safety controls, including limit switches and emergency shutoffs.

1.11 Priority Service and Discounts

Priority service for members, ensuring faster response times in case of emergencies.

Discounts on repairs, parts, and labor as applicable.

1.12 Detailed Service Report

After each visit, the Customer will receive a detailed report outlining the work performed and any potential issues identified.

1.13 Customer Education

The Company will provide advice on energy-saving tips, proper system operation, and when to consider a system upgrade or replacement.

2. Term and Renewal

2.1 Term : This Agreement is effective for one (1) year from the Effective Date.

2.2 Renewal: This Agreement may be renewed annually by mutual consent of both parties. The Company will notify the Customer of renewal options before the term's expiration.

3. Payment Terms

3.1 Total Cost: The total cost of the services described herein is **\$299* per year.

3.2 Payment Schedule: Payments shall be made in two installments as follows:

First Installment: \$149.50 due upon signing of this Agreement.

Second Installment: \$149.50 due six (6) months after the Effective Date.

3.3 Late Payments: A late fee of \$25.00 will be applied to any payment not received within ten (10) days of the due date.

4. Customer Obligations

4.1 Access: The Customer agrees to provide the Company with access to the property during regular business hours for the purpose of performing the services outlined in this Agreement.

4.2 Maintenance of System: The Customer is responsible for the general upkeep of the HVAC system, including changing filters between scheduled visits, if required more frequently than provided in this Agreement.

5. Termination

5.1 Termination by Customer: The Customer may terminate this Agreement at any time by providing thirty (30) days' written notice. In such a case, the Customer will be responsible for paying for any services rendered up to the date of termination.

5.2 Termination by Company: The Company may terminate this Agreement if the Customer fails to make payments or otherwise breaches the terms of this Agreement. The Company will provide ten (10) days' written notice prior to termination.

6. Limitation of Liability

The Company shall not be liable for any indirect, incidental, or consequential damages arising out of the performance of this Agreement. The Company's liability shall not exceed the amount paid by the Customer under this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, oral or written, between the parties.

9. Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

11. Notices

Any notice required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, or email to the addresses listed above.