

STATE LICENSED  
AND INSURED  
CAC056292

PH: 305-865-1729  
FAX: 305-864-1354

# Chanin Mechanical LC

AIR CONDITIONING CONTRACTOR  
1965 71 STREET  
MIAMI BEACH, FLORIDA 33141

## Commercial Maintenance Agreement

This contract is issued to \_\_\_\_\_

by CHANIN MECHINAL, LC. on \_\_\_\_\_ covering the periodic inspection  
and maintenance as specified in the following equipment located at:  
\_\_\_\_\_  
\_\_\_\_\_

### WORK TO BE PERFORMED:

We agree to perform inspection, maintenance services, as indicated below and in the exhibits A attached to and made a part of this contract, for a period of ONE YEAR from the date of this contract. The term of this contract shall be automatically renewable, unless canceled by either party on a 30 day written notice, but subject to price revision.

The inspection and maintenance services to be performed as part of this contract include the following:

1. ( ) inspections per year at intervals of approximately ( ) days by a qualified mechanic.
2. Regular preventative maintenance per the attached maintenance checklists A.
3. Regular reports of equipment condition in the form of completed inspection and maintenance checklists.
4. Additional services as may be included in the attachments of this contract.

The services outlined in the contract will be performed during normal working hours. Repair service as requested by the customer will be provided during normal working hours on a preferential basis at the flat rate charges. Emergency service after normal working hours will be charged at the overtime flat rate charges. Repair workmanship is guaranteed for 1 year from date of repair:

### **Equipment:**

The services included in this contract will be performed for the total yearly sum of \_\_\_\_\_ payable \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Respectfully Submitted,

Customer's Acceptance,

By: \_\_\_\_\_

For: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

### ATTACHMENTS:

Terms and conditions

Exhibit A

*UPON ACCEPTANCE, PLEASE SIGN AND  
RETURN TO CHANIN MECHANICAL, LC.  
THANK YOU.*

## **CHANIN MECHANICAL, LC. TERMS AND CONDITIONS**

### **TERMS:**

*The term of this agreement will begin on the effective date indicated for a term of one year and continue from year to year until terminated. Either party may terminate this agreement by giving written notice thirty (30) days prior to the anniversary date.*

### **COVERAGE:**

*This agreement assumes the equipment listed to be in maintainable condition. If repairs are found necessary upon initial or routine inspections, repair charges will be submitted for approval. Should these charges be declined, this non-maintainable items will be eliminated from the agreement and price adjusted accordingly.*

### **CHARGES:**

*CHANIN MECHANICAL, LC. may annually adjust any charges for ongoing maintenance or service based on prevailing labor and material costs. Payment of invoices are due upon receipt of invoice or within twenty (20) days of invoice date. **Invoices unpaid for thirty (30) days shall be subject to a delinquency charge.** If litigation is required to collect unpaid invoices, customer agrees to pay reasonable legal fees and costs.*

### **GENERAL PROVISIONS:**

*The only parties to this contract are customer and CHANIN MECHANICAL, LC. The services to be performed under this agreement are not a guarantee against obsolescence or normal wear. Nor shall inspections be constructed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact including the implied warranties of merchantability and fitness for particular use.*

*This contract shall be voided if the included equipment, in dealer's judgment, has been subject to misuse, negligence, accident, fire, lighting, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's operations.*

### **EXCLUSIONS:**

*There shall be no liability under this contract:*

*SPECIAL EXCLUSIONS ATTACHED \_\_\_\_\_ YES X NO.*

*For structural alterations to the premises within which the equipment included is installed, necessary for service or parts repair or replacement as provided for in this contract.*

*For any defaults, delay in performance or extraordinary damage hereunder caused by any contingency beyond our control, including war, government restrictions or restraints, strikes, fire, floods, or short reduced supply of any material or furnished products.*

*For any consequential damages of any nature whatsoever, including damages arising because of or resulting from a failure of a component part of the included equipment, or the inspection, maintenance or repair of said equipment.*

*For system design or performance in maintaining design conditions except through failures or equipment specifically covered herein.*

*For failure to discover conditions necessitating repairs or replacement.*

*This contract does not cover electrical service, duct work and insulation, recording instruments, gages or thermometers, water supply and drains, air volume adjustment, plumbing, piping or work required by government and other codes and regulations nor any services performed beyond those specifically enumerated herein.*

**EXHIBIT “A” COMFORT COOLING SERVICES**

\_\_\_\_\_ Services per year per unit.  
Review system complaints with facility administrator.

Replace air filters.  
Filter(s) shall be provided by customer in case quantities and stored on premises.

Inspect blower and motor, drive belts for tension and wear, if applicable.

Inspect and clear condensate drains as needed.

Report deficiencies in operation of heating and cooling.

\_\_\_\_\_ Services per year per unit.  
Install test gauges on cooling system for pressure monitor.

Monitor cooling and/or heating temperature differences (TD).

Test and observe amperage draw on air conditioning units.

Test and observe heating and cooling thermostat.

Observe air distribution devices for restriction.

Inspect fan blade for balance conditions and cracks.

\_\_\_\_\_ Services per year per unit.

Tighten all electrical connections.

Inspect and test all safety devices as applicable.

1 \_\_\_\_\_ Service per year per unit.

Review maintenance and repair costs.

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