



JASON MECHANICAL INC

HVAC – SHEET METAL – SERVICE

LICENSE # 998609

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HVAC Maintenance Contract Terms and Conditions

Jason Mechanical, Inc.

These Terms and Conditions ("Agreement") govern the HVAC service contract between Jason Mechanical, Inc. and the customer for the provision of heating, ventilation, and air conditioning (HVAC) services.

By signing this Agreement, you agree to abide by the following terms and conditions:

1. Scope of Services

Jason Mechanical, Inc. will provide HVAC services as detailed in the service contract, including but not limited to:

- **Regular Maintenance:** Scheduled inspections, cleaning, and servicing of HVAC systems as per industry standards.
- **Repairs:** Diagnostic and repair services for HVAC equipment as needed.
- **System Evaluation:** Assessment of the system's efficiency and performance.

Additional services outside the regular scope may be offered and billed separately.

Should service work be required, service rate is \$145 per hour plus parts upon customer's approval.

2. Term and Duration

This Contract will begin on the date of signing and will remain in effect for the specified duration (e.g., 12 months), unless otherwise terminated as specified in this Agreement. Services will be provided during normal business hours unless otherwise specified.

3. Service Fees and Payment Terms

- The Customer agrees to pay the agreed-upon service fee for regular maintenance and any repairs as outlined in the contract.
- Fees for services provided outside the regular scope, such as emergency services or parts replacements, will be charged according to the rate sheet provided.
- Payment is due upon completion of each service visit unless other arrangements have been made. Late payments may incur additional fees.
- Accepted payment methods: Cash, Check, Zelle, Credit Card w/ additional 3% processing fee (May be waived upon approval from Jason Mechanical).

4. Customer Responsibilities

- Provide access to HVAC equipment, including but not limited to, air conditioning units, heating systems, and ventilation components.
- Ensure that the HVAC systems are free from obstruction, and that the area around the systems is safe for service.
- Notify the Contractor of any issues with the HVAC system immediately upon discovery.
- Maintain proper filters and system settings as recommended by the Contractor.

5. Contractor Responsibilities

- Perform services with reasonable care and skill in accordance with industry standards.
- Provide regular reports of service visits, including details of any issues found and actions taken.
- Respond to customer service requests in a timely manner based on the level of urgency.

6. Exclusions and Limitations

- This contract does not cover any damage or malfunction caused by misuse, neglect, or unauthorized modifications to the HVAC system.
- The Customer is responsible for the cost of parts and materials required for repairs that are not included in the standard service.
- Emergency services requested outside normal business hours may incur additional charges.

7. Warranties

- The Contractor offers a limited warranty on labor for services performed under this Contract, generally for 30 days from the date of service.
- Warranties on parts or equipment are subject to the manufacturer's terms and conditions, which the Customer should review.
- The Contractor does not offer a warranty for systems or parts that are obsolete, beyond repair, or are affected by external conditions outside of the Contractor's control (e.g., electrical surges, water damage).

8. Cancellation and Termination

- Either party may terminate this Contract with 30 days' written notice.
- If the Customer terminates the contract before the agreed term, a cancellation fee may apply.
- The Contractor reserves the right to terminate the contract if payment is not received within the terms specified or if the Customer fails to comply with their responsibilities under this Agreement.

9. Liability

- The Contractor is not liable for indirect, incidental, or consequential damages arising from the failure of the HVAC system, except as required by applicable law.
- The Contractor's total liability under this contract is limited to the amount paid by the Customer for the services provided in the 12 months prior to the event giving rise to the claim.

10. Force Majeure

Neither party will be held liable for failure to perform under this contract due to circumstances beyond their reasonable control, including but not limited to natural disasters, strikes, government restrictions, or other unforeseen events.

11. Indemnification

The Customer agrees to indemnify and hold harmless Jason Mechanical, Inc. from any claims, damages, or expenses arising out of the Customer's negligence, misuse, or failure to comply with their responsibilities under this Agreement.

12. Dispute Resolution

Any disputes arising under or in connection with this Contract will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

14. Customer to be billed at the time of completed preventative maintenance services.

By signing below, the Customer acknowledges that they have read, understood, and agree to the terms and conditions set forth in this HVAC Service Contract with Jason Mechanical, Inc.