

**PREVENTATIVE MAINTENANCE AGREEMENT**  
**NO. \_\_\_\_\_**

**COMPANY ABC.**, (herein as “**COMPANY ABC**”) agrees to provide Preventative Maintenance on the equipment designated in Schedule “A” hereto, in accordance with the terms and conditions of this agreement, at the following location(s):

**CUSTOMER:**

**BILLING ADDRESS:**

**SERVICE AT:**

**ATTENTION:**

**COMPANY ABC** Preventative Maintenance shall be performed by qualified licensed personnel, directly employed or supervised by **COMPANY ABC**, to keep your equipment operating at maximum efficiency.

**COMPANY ABC** will perform regular and systematic Preventative Maintenance, during normal working hours and according to the attached Schedule “A” and Schedule “B”.

**COMPANY ABC** Preventative Maintenance shall be performed in accordance with a prepared program of standardized maintenance routines applied to your equipment.

The services covered by this agreement are those checked herein.

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**GENERAL CONDITIONS**

Normal working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday inclusive, excluding holidays.

**COMPANY ABC** shall be provided reasonable means of access to the equipment being serviced. **COMPANY ABC** shall be permitted to start and stop all equipment necessary to perform the herein-agreed services as arranged with your representative.

**COMPANY ABC** shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including but not restricted to acts of God, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labour or materials, or malicious mischief. In no event shall **COMPANY ABC** be liable for business interruptions losses or consequential or speculative damages, but this sentence shall not relieve **COMPANY ABC** of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of **COMPANY ABC** in the performance of its obligation under this agreement.

**COMPANY ABC** shall not be required to complete safety tests, install new devices or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

**COMPANY ABC** shall not be required to make replacements or repairs necessitated by reason of any other cause beyond its control except ordinary wear and tear.

When emergency service is made at your request at times other than that at which we would have made a scheduled Preventative Maintenance call, and inspection does not reveal any defect required to be serviced under this agreement, we reserve the right to charge you at our prevailing service labour rate.

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## **SPECIAL CONDITIONS**

The following items are not within the scope of this agreement:

- a) Replacement or repair of,
  - i) boiler tubes,
  - ii) boiler sections,
  - iii) boiler refractory,
  - iv) chimney,
- b) Breaching water coils,
  - i) steam coils,
  - ii) concealed air lines,
- c) Fan housings,
- d) Ductwork,
- e) Electrical power wiring.
- f) Water/steam piping.
- g) Condensate piping or other structural or nonmoving parts of the heating, ventilating and air conditioning equipment (HVAC).
- h) Air or water balancing.
- i) Acid cleaning or de-scaling the waterside of heat transfer surfaces, should water treatment not be included.
- j) Chemical cleaning of piping systems, evaporators, fans or ductwork.
- k) Any change, or alterations or additions to the existing system.

This agreement pre-supposes that all equipment covered by this agreement is in satisfactory working condition. Any equipment found in need of repairs upon initial inspection or initial seasonal start-up will be reported to the owner immediately with a written estimate stating the cost of repairs. Should the repairs not be authorized within 30 (thirty) days the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.

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**REPAIR AND REPLACEMENT**

- [X] All air filter media and or high efficient pleated filters will be supplied by **COMPANY ABC**  
(6) Filter changes per year.
- [X] All parts, refrigerant and labour repairs are extra.

**EMERGENCY SERVICE**

- [X] **COMPANY ABC MECH**, will provide emergency service after 6 normal working hours at an additional cost consisting of the prevailing truck charge and materials.

**After hours emergency service rate will be time & a half (\$.00 per hour)**

**ENERGY MANAGEMENT**

- [X] Energy management recommendations, from time to time, as may be appropriate which would reduce energy used.

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<b>COMPANY ABC, MAINTENANCE ROUTINES SHALL CONSIST OF:</b>
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- |                           |   |
|---------------------------|---|
| [MC] MAJOR COOLING        | Operational check of all compressor(s), refrigerant pressures, and fan(s); including voltages, amperages, inspection of fan belt(s)<br>(Cogg belts if required are included) inspect and secure all electrical connections. We will complete an inspection of all Operating controls and safety controls during each visit (6) times annually. We will open and clean pump strainers during each inspection, if required. |
| [MH] MAJOR HEAT           | Check gas pilot(s), burner(s), pressures and operation where applicable. Change filter and check coil conditions. Operational check of all fan(s); including voltages, amperages inspection of belt(s), bearings and required lubrication, inspect and secure all electrical connections.   |
| [I] MINOR INSPECTION      | Visual inspection of unit condition and operation. Change of filter. Belt adjustment and lubrication if required.   |
| [BF] BACK FLOW PREVENTORS | [Not Applicable to this Project]  |
| [S] SPRINKLERS            | [Not Applicable to this Project.]   |
| [BA] BUILDING AUTOMATION  | [Not Applicable to this Project.]<br>Operational check of building controls and sensors, calibration and verification as required.  |

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**TERMS AND PAYMENT**

This agreement shall begin on October 1, 2009 and shall remain in effect from year to year unless terminated in writing within 30 days of anniversary date.

For services designated herein; for equipment detailed in Schedule "A" and serviced with the frequency detailed in Schedule "B", you agree to pay **COMPANY ABC**, the amount of \$ (dollars) plus G.S.T. per annum.

For the succeeding years, the fee shall be increased or decreased, having regard to changes in **COMPANY ABC**, labour costs, such adjustment to be made within thirty days of the anniversary date of the agreement in each year, and failing agreement on such adjustment, this agreement shall be terminated forthwith.

**ACCEPTED IN DUPLICATE:**

\_\_\_\_\_  
(Name of Firm or Organization)

Company ABC .

\_\_\_\_\_  
(Billing Address)

Your Address Here

\_\_\_\_\_  
(City, Province and Postal Code)

Your Address Here

\_\_\_\_\_  
(Customer Signature)

Per \_\_\_\_\_

**Name Here**  
Service Manager

\_\_\_\_\_  
(Date)

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

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Customer

Location

## BILLING

Phone \_\_\_\_\_ Phone Same \_\_\_\_\_

Fax \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_ Service \_\_\_\_\_

Contact \_\_\_\_\_ Contact \_\_\_\_\_

**SERVICE** Hourly Rate \$ .00 Truck Charge \$ .00/DAY

For service work performed beyond the preventative maintenance agreement.

## PREVENTATIVE MAINTENANCE

Annual Amount \_\_\_\_\_

Filters Yes \_\_\_\_\_ No \_\_\_\_\_

Billing Annual \_\_\_\_\_

Belts Yes \_\_\_\_\_ No \_\_\_\_\_

Bi-Monthly \_\_\_\_\_

Quarterly \_\_\_\_\_

Technician \_\_\_\_\_

Per Ins. \_\_\_\_\_

Other: