

Seaside Gas Service
42 Commonwealth Ave Unit 1
South Yarmouth, MA 02664



Office: 508-771-2768
Text: 508-367-9872
cassie@seasidegasservice.com

MAINTENANCE AGREEMENT CONTRACT

Maintenance Agreement Members will receive the following:

- Annual maintenance visits for HVAC equipment is included.
 - Heating equipment will be serviced in the fall/winter months
 - Cooling systems will be serviced in the spring/summer months
 - Materials used will be discounted 15%.
- All service calls will be discounted 15% for parts and labor.
- Members will receive priority scheduling for emergencies.
- 24/7 Emergency services for nights, weekends and holidays at your regular discounted rate and no travel time charges.

Pricing:

- Pricing is dependent upon the type of unit(s) and quantity of unit(s).
- Heat pump or mini split bag cleans are a deep cleaning service and are beyond the scope of a maintenance visit. Labor and materials will be discounted 15% for bag clean services.
- You may opt to cover only certain equipment at your property; any equipment not covered by a maintenance contract will be billed at our regular service rates. Contact the office for current rates.
- Price increases shall not exceed annual CPI or 3%, whichever is greater.

Billing information:

- This Maintenance Agreement is structured annually and renewed as such.
- Billing will occur annually on the 1st or the 15th of the month in which you signed up.
- Maintenance Agreement Contracts offered during a service visit must be accepted within one week from the date of service for Agreement benefits to be applied. After one week, standard rates will apply to the service appointment.
- Invoices that are past due will be canceled and the Agreement will be terminated.
 - The Agreement may be reinstated upon payment.
 - Automated reminders will be sent to your email 2 weeks before your invoice is due.
- If you are not satisfied with the Agreement during the first 30 days of coverage, Seaside will refund you the cost, minus the regular costs of service/maintenance performed. After 30 days, this agreement is non-refundable.
- Pricing is based on the equipment at your property. Contact the office for a quote.

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MAINTENANCE AGREEMENT CONTRACT (CONT.)

Equipment Supported Under Contract:

- Equipment must be in good working condition and meet state and local code requirements. We reserve the right to refuse service/parts on a system that we have determined to be in need of replacement.
- Eligible equipment includes: furnace, boiler, on demand water heater, standard water heater, dehumidifier, humidifier, central a/c system, mini split and heat pump systems. We service both standard and high efficiency systems.
- **Maintenance Agreements do not cover the following:**
 - Gas fireplaces, household appliances, generators, gas piping, water piping, ductwork, radiant heat, baseboard registers and piping, plumbing work, electrical work, new installations or repairs due to third party damage.
 - Future new equipment installed by a company other than Seaside Gas will not be covered under the agreement.
- Maintenance visits must be scheduled within the contract year; any visit that is not scheduled will be forfeit.
- We will always provide our customers with responsible, reliable service except in circumstances beyond our control.
- Maintenance Agreements are non-transferrable.
- Seaside Gas is not responsible for any direct, consequential, or incidental damages resulting from equipment failure.

New customers:

- Equipment must be inspected by a Seaside Gas technician before entering into an agreement.

Multiple Properties:

- Maintenance Agreement contracts cover one property only. Additional properties require their own contract.

Obsolescence:

- If a unit has been discontinued, it may be difficult to find replacement parts or accessories and we may not be able to fulfill coverage for those units. In these instances, our technicians will suggest a replacement for your consideration.

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Term & Conditions:

Seaside Gas Service (“Seller”) shall provide the services outlined above as requested by the customer (“Buyer”) under the terms and conditions set forth herein. Seller hereby objects and rejects any and all additional or different terms proposed by Buyer.

QUOTED PRICES: Quoted prices are in U.S. dollars and are subject to change. Prices may be adjusted for specifications, quantities, changes in material costs, shipment arrangements, or other unforeseen circumstances. Seller reserves the right to correct all typographical or clerical errors or omissions which may be present in its prices or specifications.

CANCELLATION/TERMINATION OF AGREEMENT: Under Massachusetts law, a service contract holder may cancel and return the service contract to the provider within certain time limits. Please note there is no set time limit established by law so it is important to check the cancellation provisions in your contract. You may be charged a cancellation fee. Please check your contract for cancellation provisions and procedures.

PERMITS: Seller shall apply for any permits required for services provided.

EXPENSES: Seller will not assume responsibility for any labor costs or other expenses for work done in the field by anyone other than the Seller or for any expenses in connection with parts secured in the field from someone other than Seller.

INDEMNITY: Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all losses, damages, claims, suits or judgments arising out of or resulting in whole or in part to the extent attributable to: (a) any modification, alteration or other change made by Buyer to the products or systems sold to Buyer, without the express written consent of Seller; (b) any failure of Buyer to follow Seller’s written recommendations or to properly operate and maintain the system(s).

FORCE MAJEURE: Seller shall not be in default or liable for any failure in performance or loss or damage under any agreement with Buyer due to any cause beyond its reasonable control. Without limiting the foregoing, estimates as to time required for parts to be received are based on conditions prevailing at the time of quotation. All agreements as to delivery are subject to all the contingencies of force majeure, including but not limited to floods, fires, strikes, accidents, documented supply chain delays, delay in transportation, any other commercial impracticability or other causes of delay beyond Seller’s control. Any failure by a party under any agreement (other than payment of money due) due to a force majeure shall not be deemed to be in default and the time of performance shall be extended for a period of time equal to the period of delay and its consequences.

Payment Schedule, Terms, Acceptance Upon acceptance, Invoices/Deposits are due upon receipt, but there is a seven (7) day grace period.

I have read, understood, and accept the attached proposal. Seaside Gas Service is authorized to do the work as specified and payment will be made as stated above.

Signature: _____

Print Name: _____

Date: _____

We appreciate your business and look forward to working with you.

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Kevin Saunders