

Job Name: Grenelefe Condominiums

Agreement Number: Unit(s) Number:

## HVAC SERVICE AGREEMENT

The Agreement is made by and between:

Grenelefe Association of Condominium Owners No. 1, Inc. of 912 Tennis Way, Haines City, FL 33844  
herein after known as the Association

\_\_\_\_\_ of unit number(s) \_\_\_\_\_  
hereinafter known as the Customer/Owner

The Association is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

*Schedule "A": Describes the level of service being provided by the Agreement.*  
*Schedule "B": Describes the limit of liability and the terms and conditions.*

The service Agreement is \$ 150.00 per year. The payment is due on the effective date.  
Coverage begins on 01/01/\_\_\_\_\_.

The service Agreement is effective from 01/01/\_\_\_\_ through 12/31/\_\_\_\_\_.

The schedules attached to the service Agreement constitute the entire Agreement between the Association and the Customer/Owner. The service Agreement remains the property of the Association and is provided for the Association's use only. This service Agreement is subject to management approval by the Association. No waiver, change or modification of any terms or conditions shall be binding on the Association unless made in writing and signed by authorized management of the Association.

### ASSOCIATION

Grenelefe Association of Condominium Owners,

BY \_\_\_\_\_  
Representative

Chris Gourdie  
Approval

General Manager, \_\_\_\_\_,  
Title Date

### CUSTOMER/OWNER

\_\_\_\_\_

BY \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_, \_\_\_\_\_,  
Title Date

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### Schedule "A"

#### **Performance Review**

A performance review is available for the Customer/Owner on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

#### **Reports**

Each completed service call is documented in an Association service report. This report is provided to the customer as evidence of the completed service showing each performed task.

#### **Scheduled Tasks**

The service program is designed to provide continuing maintenance on the equipment in the above referenced unit(s). The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Association's dispatch system. The Association schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

#### **Maintenance**

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

#### **Repair and Replacement**

The Association provides the labor, travel and expenses necessary to repair or replace worn and failed parts and components covered by the Agreement.

The Association repairs or replaces existing parts and components in worn, doubtful or failed condition with like parts and components, with the following exceptions: the Association covers labor only on replacement of compressors, ECM motors, control boards, reversing valves (heat pump units) and defrost boards (heat pump units). **This agreement does not cover the cost of replacing a system.**

#### **Emergency Service**

The Association provides all labor, travel and expenses, seven days a week between the hours of 8:00 AM to 9:00 PM each day.

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### Terms and Conditions Schedule "B"

1. Association agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Association to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks and non-emergency repair or replacement will be performed during the Association's normal working hours.
4. The customer agrees to inform the Association immediately of problems found in the operation of the equipment.
5. The Association may charge the customer for emergency calls made at the customer's request where no defect is found.
6. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Association on behalf of the customer whether such tax shall be local, state, or federal in nature. **This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
7. The Association assumes all equipment covered is in maintainable condition, by accepting the Agreement. For repairs found necessary during the initial inspection or the initial seasonal start-up, a repair proposal is submitted for Customer's approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance Agreement and the Agreement price adjusted accordingly or the Agreement may be canceled or otherwise revised.
8. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
9. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.

### Limitations of Liability and Indemnities

1. The Association is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any other cause beyond Association reasonable control.
  2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise is the Association or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
  3. **No other warranty expressed or other liability is given and no other affirmation of Association, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Association.**
  4. The Association's liability, if any, upon any warranty, either expressed or implied, is be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Association.
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