

FERRAN Residential Maintenance Plan Agreement

State License # CAC 1817254 | Maintenance Department 407-841-4342

Required:

Name _____ Date _____
 Address _____ City _____ Zip _____
 Email: _____ Phone (Cell) _____ (Other) _____

Ferran Residential Maintenance Air Conditioning Tune-up includes a complete 30 point inspection:

- | | |
|--|---|
| ✓ Check compressor and condenser fan motor amps | ✓ Flush and vacuum drain line/pan and evaluate drainage |
| ✓ Inspect contactor points | ✓ Inspect evaporator coil for cleanliness |
| ✓ Check system for proper refrigerant charge | ✓ Add algaecide treatment to condensate pan & lines |
| ✓ Reset thermostat maintenance reminders | ✓ Visually inspect duct system |
| ✓ Check outdoor ambient temperature at condenser | ✓ Check air flow |
| ✓ Clean vegetation from outdoor unit, etc. | ✓ Check heat strip amps, circuit components & safety |
| ✓ Check capacitor for proper capacitance | ✓ Inspect blower wheel |
| ✓ Inspect all electrical connections and wires | ✓ Visually check for leaks at plenum |
| ✓ Check temperature splits across evaporator coil | ✓ Check for excessive vibration |
| ✓ Inspect all caps and valves for seals and proper snug fit | ✓ Check bearings for wear |
| ✓ Controls & Safety Devices | ✓ Check filtration – change/ wash filters (customer |
| ✓ Check defrost cycle to ensure system can de-ice | ✓ supplies) Check thermostat operation, mounting and |
| ✓ Visually check condenser fan blade | ✓ calibration Clean thermostat cover & wipe down |
| ✓ Check condenser level | equipment exterior |
| ✓ Check reversing valve operation to ensure that the unit switches between summer and winter. | |
| ✓ Check the Compressor Crankcase heater to make sure heater works on off-cycle, keeping compressor | |
| ✓ warm. Written report of performance and recommendations | |

GAS FURNACE (Checked in Winter)

- | | |
|---|-----------------------------------|
| ✓ Check fan off/on control & set differential | ✓ Check transformers output Clean |
| ✓ Check flues | ✓ heat exchanger or elements |
| ✓ Monitor flue draft | |



Additional benefits for Ferran Plan customers include:

- Priority Service. We offer guaranteed service within 24-hours for all Air Conditioning, Electrical and Plumbing service calls.
- Should you require additional service calls** during the year, you will receive a 15% discount off the repair portion of any Air Conditioning, Electrical or Plumbing service invoice.
- Worry-Free Maintenance.** Ferran will remind you when your maintenance is due and will call to schedule a time that is convenient.
- Plan customers also receive Priority Scheduling** for the replacement and installation of new Air Conditioning equipment and accessories.
- *NEW BENEFIT FOR RM CUSTOMERS:** Diagnostic fees (regular and afterhours) will be waived on service calls when repairs are completed.

Choose the plan that's right for you:

Ferran Green Plan includes (1) 30-Point Maintenance Tune-up during the term of the plan. **\$99 (\$50 each additional unit)**

Ferran Green Advantage Plan includes (2) 30-point Maintenance Tune-up's during the term of the plan. *Recommended for customer run their equipment consistently for 8 months or more throughout the year, have heat-pumps, gas furnaces, pets or air quality concerns. **\$189 (\$100 each additional unit)**

of Units covered _____ Total Agreement Price \$ _____ Agreement starting _____ and renewing annually (363 days)

I accept the Ferran Maintenance Plan Agreement checked above: *Signature* _____ *Date* _____

Payment must be made in advance by credit/debit card for purchase. All maintenance agreements auto renew and will post against the credit/debit card provided.

Paid We accept Amex, Discover, MasterCard & Visa Unit Sale Tech/Rep _____

For scheduling or billing questions email: maintenance@ferran-services.com or call 407-841-4342.

Residential Maintenance Plan Agreement

State License # CAC 1817254 | Orlando 407-422-3551 | Volusia 386-322-6168

1. It is understood that the Seller may have to remove certain, old, existing equipment and materials in order to perform the work described. At the Seller's option, this material will be deemed the property of Seller and will be promptly removed from the premises.
2. Purchaser agrees to provide Seller free access to the premises so that he may accomplish his work without undue hindrance or delay.
3. Purchaser shall notify the Seller in writing within thirty (30) days of installation of any defects in either the installation or in the equipment itself. Failure to notify Seller within this period of time shall constitute an acceptance of the equipment work as in compliance with this Contract and a waiver of any and all claims for defect or deficiencies.
4. In the event the Purchaser is not the owner of the premises, he is obligated to so state this before signing and provide evidence, including a copy of the lease and/or written permission from the building's owner, acceptable to the Seller, of his authority to proceed. Purchaser agrees to hold the Seller harmless from any claims or damages sought by the building owner, for work done under the authority of this contract.
5. Seller will, at Seller's option, if not in privity with the owner and in accordance with Chapter 713 of the Florida Statutes, serve "Notice to Owner" and, if account not paid, will record a Claim of Lien on the property.
6. It is understood and agreed that the Seller is liable only for its own work, and not adjacent existing work or services supplied by the Purchaser. Should government or instance authorities require other existing work to be upgraded to current code requirements it will be done only upon the Purchaser's authorization and at the Purchaser's sole expense.
7. All equipment sold under this agreement, whether affixed to realty so as to become part thereof or not, shall be deemed personal property and severable without injury to freehold, and the title thereto shall remain in Seller until the entire purchase price is paid to the Seller in Cash, and Purchaser agrees to perform all acts necessary to perfect and maintain the above title.
8. On default of any payment as provided all equipment and materials may, at the option of the Seller, be removed and held or sold by the Seller at public or private sale, Seller being permitted to purchase at any sale if unpaid balance is not satisfied by the net proceeds of any such sale, then the sum of the deficiency shall become due and payable by Purchaser to Seller as damages for breach of this contract. This provision shall not be construed as in addition to or, limitation of any other right of Seller.
9. It is understood and agreed that Seller is not to be held liable for any consequential damages or losses resulting from the installation, operation, or use of the products and material furnished or installed by the Seller. It is further understood that Seller is not responsible or liable for any loss or damage which incurred as a result of any delay, in provision or availability of labor, material or equipment, strikes, storms, fires, flood, act of God, or any other cause, whatsoever, beyond the absolute control of the Seller.
10. Should a project condition pose a safety or health hazard to an employee of Seller, Seller reserves the right to discontinue work until the safety or health hazard has been eliminated or to terminate work, either option at Seller's nonreviewable discretion. In the event Seller elects to discontinue work, terminate its work, Seller shall be entitled to contract compensation to date of termination.
11. This constitutes the entire contract affecting this purchase and no other understanding exists. The masculine includes the feminine, the singular includes the plural.
12. In the event a balance unpaid, Purchaser agrees to pay Seller all costs and expenses of collection, suit or other legal action, including actual attorney's fees, and shall also pay costs, expenses and actual attorney's fees incurred on appeal or in any administrative or arbitration proceedings brought as a result of the commercial relationship between them.
13. The service charge is computed by a periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous Unpaid Balance, less any previously billed Service Charge which has not been paid and less any current credits in excess of the previously billed Service Charge which has not been paid. Seller's invoices are due upon receipt.
14. Purchaser waives any and all privileges and rights which it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended or construed and under any other applicable statute. Purchaser and Seller agree that any legal action brought by either to ensure payment or compliance with terms and conditions of sale shall be brought and tried without jury in the appropriate court in Orange County, Florida.
15. Orders placed as a result of quotations made by Seller are subject to the Terms and Conditions herein, which shall prevail over any inconsistent terms of Purchaser's purchaser order.
16. Price extensions, when made, are for Purchasers' convenience only, and they, as well as any mathematical, stenographic or clerical errors are subject to correction. Prices shown include any sales, excise, or other governmental charge payable by Seller to Federal, State or local authority. Purchaser, if tax exempt, must note if this is a quoted price. If contract price is a lump sum quote, Florida State sales tax has been paid by the Seller and cannot be claimed by the Purchaser nor can it be excluded by a tax exempt purchaser.
17. **WARRANTY WORK WILL BE PERFORMED MONDAY-FRIDAY 8AM-5PM.** Regular service calls carry a 1-year parts and labor warranty. Labor warranty on warranted and guaranteed by the original manufacturer of such materials and then only to the extent reasonable and Purchaser is able to enforce such warranty or guarantee against the manufacturer of such materials. Seller's warranty is limited to the replacement or repair of such parts as may be warranted by manufacturer, which parts are unable to perform their assigned functions. Expendable items such as filters and fuses are not included. Plumbing drain stoppages are not defects. **DEFECTS CAUSED BY IMPROPER MAINTENANCE OR DAMAGE CAUSED BY PURCHASER OR ITS EMPLOYEES OR AGENTS IS NOT WARRANTED.** Where equipment is being provided with longer than one (1) year manufacturer's warranty the Seller extends to Purchaser, the additional warranty provided by the manufacturer.
ALL WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SELLER SHALL NOT BE LIABLE (DIRECTLY OR INDIRECTLY) UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OR RESULTING FROM A BREACH OF WARRANTY UNDER THE SALE, HANDLING OR USE OF THE MATERIALS SOLD. SELLER'S LIABILITY HEREUNDER AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT OR REPAIR. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH MATERIALS. NO CREDIT FOR MATERIALS RETURNED BY PURCHASER SHALL BE GIVEN WITHOUT SELLER'S WRITTEN AUTHORIZATION.

This 15% discount does not apply to Quoted Lump-Sum invoices such as installation of replacement equipment.
Only one type of discount can be taken on any one service call.