

**VIRGINIA AIR HEATING AND COOLING INC**  
**P O BOX 591, GAINESVILLE, VA 20156**  
**VA Class B Contractors License 2705 082293, VA Trade License 2710 03361**  
**703-591-0000 FAIRFAX/ PRINCE WILLIAM OR 703-669-0600 LOUDOUN**  
**540-341-8570 FAUQUIER OR 888-384-9800 TOLL FREE**  
**PREVENTIVE MAINTENANCE PLAN AGREEMENT**

Owner's name and address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Job occupant and address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This preventive maintenance plan shall be in effect one (1) year from \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ system(s) (system includes one heat, one cooling unit) located in or on attic / rooftop / basement / ground (circle ones that apply) and shall include priority service and the following:

Equipment:	Manufacturer:	Model:	Serial:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

One service check and cleaning for the central air conditioning to be completed in the spring during the months of March, April or May to include:

1. Clean condenser coil as required (this includes both seasons if heat pump system).
2. Inspect and clean evaporator coil if accessible (this includes both seasons if heat pump system).
3. Inspect blower wheel and clean as needed.
4. Inspect motors and clean as needed.
5. Lubricate motors and bearings as required.
6. Check refrigerant charge by superheat/sub-cooling method.
7. Clean/replace customer-supplied accessible air filter(s) as needed.
8. Inspect and adjust belts and pulleys as required.
9. Check thermostat and set the heat anticipator as required.
10. Inspect and test the controls and safeties that can be tested without causing undue stress on your system.
11. Test capacitors.
12. Check condensate drains to ensure that they are open.
13. Inspect contactors for pitting damage.
14. Inspect unit disconnect.
15. Inspect unit wiring and tighten loose connections.
16. Check visible ductwork for leaks and cleanliness.

One service check and cleaning for the central heating to be completed in the fall during the months of September, October or November and to include:

1. Inspect heat exchanger for cracks and deterioration and clean as needed.
2. Clean/replace customer-supplied accessible air filter(s) as needed.
3. Clean burners as needed.
4. Inspect thermocouple.
5. Check fan switch and adjust as needed.
6. Inspect motors and clean as needed.
7. Inspect blower wheel and clean as needed.
8. Clean pilot and adjust as necessary.
9. Operationally check safety controls.
10. Check combustion air openings.
11. Leak-check gas line from furnace shut-off valve to the burners.
12. Inspect flue pipes.
13. Secure all panels.
14. Check gas pressure while system is operating.
15. Check defrost timer as required (heat pump systems).
16. Check reversing valve operation as required (heat pump systems).
17. Check auxiliary heat strips (electric air handlers or furnaces).

Accessories:

1. Inspect and replace Space Guard, customer-supplied filter(s) as necessary. If requested, Virginia Air will furnish replacement filter(s) at an additional cost.
2. Cleaning/servicing of humidifiers or replacement filter pads are additional.
3. Cleaning/servicing of electronic air cleaners and filters are additional.

**Cash price of contract:** \$ \_\_\_\_\_ for one year.  
 \_\_\_\_\_ dollars and \_\_\_\_\_/100 cents

Acceptance:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner or Authorized Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Virginia Air Authorized Representative

Any reference to "Virginia Air Heating and Cooling", "Virginia Air" or "Company" in this Contract shall be construed to mean Virginia Air Heating and Cooling, Inc., identified above.

**AGREEMENT:** This Agreement sets forth the entire transaction between the parties. Any and all prior agreements, warranties, oral discussions, or oral representations made by either part are superseded by this Agreement. Any modification of this Agreement must be in writing and signed by all parties.

**Customer** shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours. **The annual Agreement price** is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement. **The annual Agreement price** is subject to adjust on each commencement anniversary to reflect increases in labor, material, and other costs. **The annual Agreement price** does not include parts or labor to make any repairs or any service/diagnostic call(s) outside of the service checks in this Agreement. Customer understands that a service check and cleaning cannot be used in place of a service/diagnostic call. **CHANGES:** Any customer-directed specification changes that necessitate additional materials and labor are not covered by or included in this Agreement, but will be provided after both parties execute a written change. **This Agreement is transferable** to any new owner(s) of above-stated address if you decide to sell your home. The Agreement transfer can be made at no cost to you with a written request or phone call to our office with the new owner's information.

**This Agreement applies to only maintainable portions of the system(s).** Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, radiators, coils, structural supports, oil storage tanks, and other similar items are excluded. **Contractor** will not be required to move, replace, or alter any part of the building structure or contents thereof in the performance of this agreement. This Agreement does not include responsibility for design of the system, obsolescence, safety test, remove and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branches fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of the Contractor.

**Customer shall permit only** Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at Contractor's discretion, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement. **Customer shall make available** to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standards Regulations.

**In the event** that Contractor must commence legal action to recover any amount payable under this Agreement, Customer shall pay Contractor all court cost and attorneys' fees incurred by Contractor. **Any legal action against Contractor** relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work. **Contractor shall not be liable** for any delay, loss, damage, or detention caused by unavailability of machinery, equipment, or materials; delay of carriers; strikes, including those by Contractor's employees; lockouts; civil or military authority; priority regulations; insurrection or riot; action of the elements; forces of nature; or by any cause beyond its control. **UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACTOR, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, OR INCREASED OPERATING OR MAINTENANCE EXPENSE CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** In no way, regardless of coverage type, will Contractor be responsible for any and all design flaws including, but not limited to, improper equipment selection or sizing or inadequate delivery systems.

**LIMITATION OF LIABILITY:** As part of the compensation Virginia Air requires to perform this work and to the fullest extent permitted by law, the Customer shall limit Virginia Air's liability (including attorney's fees) for any injury or loss to the Customer and/or any third party arising or allegedly arising from Virginia Air's performance of this work to the cost of the work. Should the Customer wish to modify this aspect of compensation, alternatives maybe available and Virginia Air should be contacted in this regard. **To the fullest extent permitted by law,** Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performances of work hereunder, provided that such claim, damages, loss, or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customers, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. **Contractor's obligation** under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension up to six (6) months and the contract price equitably adjusted.

**Refunds are available** only on amounts paid in the current Agreement year. If a refund is requested before the anniversary date, it will be calculated as follows: Amount paid by Customer on current year's Agreement Minus non-discounted value of services rendered under current Agreement Equals refund