



**Owned By:** Harold Wilkes  
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 Cement City, MI 49233  
**Phone:** (517) 812-2484  
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Starting On	
Expiration Date	
Agreement #	

◀ **HEATING** ■ **COOLING** ▶

Licensed and Insured

# Extreme Comfort Agreement

We agree to provide you with two visits per year. We will perform two precision Tune-Up procedures as described below, to help provide a quality, efficient, and safer interior environment.

**BENEFITS:**

- Improved efficiency
- Extended equipment life
- Improved capacity
- Priority customer
- Inflation protection
- Agreement is transferable
- 24-Hour emergency service

**COOLING TUNE UP:**

- Monitor thermostat operation
- Inspect inside cooling coil and clean if needed (if accessible)
- Inspect primary and secondary condensate drains
- Inspect and clean blower components if needed.
- Inspect and clean outdoor coils - if needed
- Inspect and test safety controls
- Lubricate all moving parts (where applicable)
- Check refrigerant charge - if necessary
- Monitor voltage and amperage draws

**HEATING TUNE UP:**

- Inspect and clean blower components if needed.
- Lubricate all moving parts (where applicable)
- Adjust gas pressure as necessary
- Inspect and tighten loose electrical connections
- Inspect pilot operation - adjust as necessary
- Monitor voltage and amperage draws
- Monitor flue draft for safe operation
- Inspect and test safety controls
- Inspect thermostat operations
- Inspect heat exchanger and burners - vacuum and adjust as necessary

**NOTE:**

- Cleaning A/C coils, and or external drains are an additional charge.
- If extensive cleaning is required - additional charges will apply.

Customer Name		Phone		
Address		City	State Zip	
Email Address		Phone		
Billing Address		City	State ZIP	
Equipment	Manufacturer	Model Number	Serial Number	Age
Filter				

1-YEAR	2-YEARS	3-YEARS
Receive 10% off ALL service calls Receive 25% off ALL filters <input type="checkbox"/> Furnace & AC \$178 <i>(Reg price \$198)</i> <input type="checkbox"/> GEO <input type="checkbox"/> BOILER \$238 <i>(Reg price \$278)</i> <b>2 Tune-Ups</b>	Receive 15% off ALL service calls Receive 25% off ALL filters <input type="checkbox"/> Furnace & AC \$356 <i>(Reg price \$396)</i> <input type="checkbox"/> GEO <input type="checkbox"/> BOILER \$476 <i>(Reg price \$556)</i> <b>4 Tune-Ups</b>	Receive 20% off ALL service calls Receive 25% off ALL filters <input type="checkbox"/> Furnace & AC \$534 <i>(Reg price \$594)</i> <input type="checkbox"/> GEO <input type="checkbox"/> BOILER \$714 <i>(Reg price \$834)</i> <b>6 Tune-Ups</b>

• Each additional Tune-Up:	\$54.00	x _____ = \$ _____
• Filter: Size _____	\$ _____	x _____ = \$ _____
• Hum. Pad: <input type="checkbox"/> Small <input type="checkbox"/> Large	\$ _____	x _____ = \$ _____
• UVLCC Bulb	\$135.00	x _____ = \$ _____
• Air Scrubber Bulb	\$235.00	x _____ = \$ _____
• Tanked Water Heater Flush	\$100.00	x _____ = \$ _____
• Tankless Water Heater Flush	\$125.00	x _____ = \$ _____
	Subtotal	\$ _____
5% Senior Citizen or Military Discounts		- \$ _____
	<b>TOTAL:</b>	\$ _____

Payment Method: <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMX <input type="checkbox"/> DIS <input type="checkbox"/> CHK# _____ <input type="checkbox"/> CASH	TOTAL \$ _____
Account # _____ Exp. Date _____	CSC Code _____

The above prices and services, as well as the attached Terms and Conditions, are satisfactory and hereby accepted.	
Customer Signature _____	Date _____
Company Approval _____	Date _____

## TERMS AND CONDITIONS

1. As a "priority customer" under this Agreement, the Customer will receive precedence over others who have not entered into a similar Agreement with Mechanical Extremes, LLC. However, during high-volume periods and periods of extreme weather conditions, services may be delayed and visits may be rescheduled so as to accommodate those customers without heat and/or air conditioning.
2. Under this Agreement, Mechanical Extremes, LLC, agrees to provide two visits per year, as specified herein. The Customer must contact Mechanical Extremes, LLC, in order to schedule said visits. Said visits must be scheduled and performed during regular business hours.
3. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices in the trade and community. Any alterations or deviations from the specifications set forth in this Agreement involving extra costs will be executed only upon verbal consent and will become an extra charge over and above the amount provided in the Agreement.
4. Any alteration or deviation from the Agreement will be binding only upon a written change order. Any such authorization shall become part of this Agreement. Where such additional work is added to this Agreement, it is agreed that all terms and conditions of this Agreement shall apply equally to such additional work.
5. Mechanical Extremes, LLC, shall not be liable for any delay or failure to perform any part of this Agreement; any damage to the premises or improvements constructed on the premises; or any damage, loss, cost, or expense that results from such occurrences when the delay, failure, damage, loss, cost, or expense is the proximate result of a fire; a flood; an act of God; a revolution; a riot; a civil disorder; vandalism; an act of enemies; a labor dispute, including a dispute among or between unions; any act of any sovereign nation or political subdivision, including all agencies, bureaus, departments, and representatives; or acts or omissions of the Customer or any other cause not within the control of Mechanical Extremes, LLC.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any acceptance in a manner or on terms and conditions different from those contained herein shall not be deemed acceptable by Mechanical Extremes, LLC, without its written consent. Unless otherwise specified on the reverse side hereof, the payment terms are as written and no deviation from said terms are acceptable. Mechanical Extremes, LLC, reserves the right to change any delivery or work schedules by notice, in writing or verbally, to the Customer.
7. If any provision contained in this Agreement and/or these Terms and Conditions is deemed invalid or unenforceable, it shall not affect any of the remaining provisions contained herein, and all remaining provisions shall be given full force and effect separately from the unenforceable or invalid provision.
8. Mechanical Extremes, LLC, is not responsible for damage to interior objects such as, but not limited to, pictures, lamps, mirrors, or any other object, due to vibrations or other activities during the project. Furthermore, Mechanical Extremes, LLC, is not responsible for dust or debris entering the home or business during the project. Mechanical Extremes, LLC, is not responsible for pets or any other animals on the property. Mechanical Extremes, LLC, is not liable for any and all special or consequential property damages resulting from or related to the equipment referenced in this Agreement or failure of same. Customer agrees to keep equipment covered by the terms of this Agreement accessible and free from obstructions in order to allow Mechanical Extremes, LLC, the access necessary to properly service said equipment.
9. All materials, equipment, and labor furnished or performed herein shall be subject to both the general conditions applicable to the Contract with the Customer, these Terms and Conditions, and any applicable warranties.
10. No verbal promises or other type of warranties by Mechanical Extremes, LLC, its employees, or other unauthorized individuals are valid until warranty coverage is determined by the manufacturer. Mechanical Extremes, LLC, is not responsible for non-covered parts or labor. No warranty will be issued or considered valid unless all invoices have been paid in full as requested.
11. The services to be performed by Mechanical Extremes, LLC, pursuant to this Agreement are not a guarantee against obsolescence, normal wear, or malfunctioning due to misuse and/or negligence. The inspections outlined herein shall not be construed as an approval or guarantee of the condition of the equipment.
12. The Customer agrees to operate equipment covered by the terms of this Agreement according to the recommendations of the manufacturer, as well as Mechanical Extremes, LLC.
13. Mechanical Extremes, LLC, reserves the right to cancel all or any part of this Agreement.
14. Mechanical Extremes, LLC, is covered by workers compensation and liability insurance in accordance with the laws of the State of Michigan. Customer shall be responsible for the acquisition, and payment of, all other types of insurance policies. Insurance certificate(s) is available upon request.
15. Customer agrees to pay all invoices as specified herein. Mechanical Extremes, LLC, reserves the right to refuse to perform additional services and/or work for Customer until Customer has paid any balance due. Customer agrees to pay actual attorney fees and all other costs of collection and/or litigation associated with this transaction.
16. No service will be rendered pursuant to the terms of this Agreement if the Customer has a past-due account with Mechanical Extremes, LLC.
17. This Agreement is non-refundable. The Customer agrees and acknowledges that there will be no refunds or credits for partial service.
18. This Agreement and these Terms and Conditions contain the integrated terms and conditions of the parties' discussions and, further, this document is the entire agreement of the parties concerning the project. All prior and simultaneous negotiations are merged in this Agreement. This Agreement may be modified only by a written document signed by the parties.
19. Customer grants Mechanical Extremes, LLC, the right to display advertising signs on the premises after the completion of work. Customer further gives Mechanical Extremes, LLC, permission to take pictures or video of the premises before and after completion of the project for use in Mechanical Extremes, LLC, advertising.
20. All unused material shall remain the property of Mechanical Extremes, LLC.
21. This Agreement shall bind and benefit the parties and the parties' successors, heirs, representatives, and permitted assigns.
22. If the Customer's home and/or property that is the subject of this Agreement is sold during the term of this Agreement, then this Agreement may be transferred to the new homeowner upon written request to Mechanical Extremes, LLC, within thirty (30) days of the sale of the home and/or property. Requests made after said thirty (30) days are subject to verification of the equipment by Mechanical Extremes, LLC, and any changes in costs and/or services will be reflected on the new Agreement.
23. A residential builder or residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to 338.892. That a plumbing contractor is required to be licensed under the state plumbing act, 2002 PA 733, MCL 338.3511 to 338.3569. A mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.  
State of Michigan License Number: 7115912.
24. By his or her signature on the front page of this Agreement, as well as by his or her initials below, Customer acknowledges that he or she has carefully reviewed these Terms and Conditions and agrees to be bound by same. Further, Customer acknowledges and agrees that he or she is authorized to sign on behalf of all residents and titleholders of the structure at issue; and, further, Customer understands that his or her signature is also binding upon all other individuals or entities which may have an interest in the structure serviced by Mechanical Extremes, LLC.

Customer Initials: \_\_\_\_\_