



**ARISTA**

**HVAC AGREEMENT**

Company name

Address

City, ST, Zip

**PLANNED MAINTENANCE  
AGREEMENT**

**TYPE-HVAC**

**DATE PROPOSED:**



## **OVERVIEW**

Arista Air Conditioning welcomes the opportunity to provide you with a comprehensive Planned Maintenance Agreement for the HVAC equipment as per Schedule "A" located at \_\_\_\_\_

The objective of the planned maintenance program is to:

- Reduce energy consumption
- Help extend the useful life of the HVAC equipment
- Protect and optimize the investment made in the HVAC equipment
- Identify and offer solutions to problems that if left unresolved, could result in HVAC equipment failure and/or down-time

## **SCOPE OF WORK**

At the time of each maintenance inspection the following will be performed on the equipment noted in Schedule A:

- Thermostat set-points will be verified and adjusted if needed
- Disposable air filters will be replaced (or cleaned if applicable)
- Bearings will be inspected and lubricated if applicable
- If applicable, belts will be inspected for proper tension/wear and replaced as needed.
- Amperages shall be checked to assure equipment is operating within the manufacturers suggested rating
- Electrical connections, contacts and fuses will be inspected.
- Condensate pan(s) will be inspected and flushed to assure proper condensate flow leaving the unit.
- When required and if applicable the refrigerant charge (system pressure) on each piece of equipment will be checked.
- If applicable, humidifier tanks will be replaced or cleaned annually.
- Visually inspect evaporator and condenser coils

## **FREQUENCY OF PLANNED INSPECTIONS**

The frequency of inspections will be \_\_\_\_\_ (**x**) times during the term of this Agreement. The manufacturer recommended frequency of inspections is quarterly – four (4) times per year.

## **NOTES PERTAINING TO PLANNED MAINTENANCE**

### **A. LABOR**

Unless otherwise noted, all required labor to perform planned maintenance inspections in accordance with this Agreement will be performed during normal business hours, 8:00am – 4:30pm, M – F.

### **B. MATERIAL**

Unless otherwise noted Arista will provide and install belts, lubricants and standard disposable air filters as part of the Planned Maintenance Agreement at no additional charge.



**C. REPORTING**

Arista will generate a work summary report at the end of each inspection outlining the work performed, problems found (if any) and recommendations for items requiring additional attention (if applicable) pertaining only to the equipment covered in Schedule A

**D. ADDITIONAL LABOR & MATERIALS**

Unless otherwise noted the labor, materials and supplies associated with emergency diagnosis, estimates, repairs or modifications are NOT included in this Agreement.

If additional work is required, the work (not to exceed \$500) will be performed on a “Time & Material” basis at the current hourly rate in effect at the time service is rendered. This applies only to work not covered by this Agreement.

If Arista is requested to provide service/repair labor above and beyond the planned maintenance inspections as noted in this agreement as a result of work being performed by others, Arista will charge the prevailing rate at the time service is rendered and in accordance with any collective bargaining agreement Arista may be party to.

**E. QUOTED REPAIRS**

Unless otherwise noted, in the event additional work is required in excess of \$500 Arista will provide a written estimate. Please note that the estimate will **not** include the cost of the labor for the diagnostic work performed to prepare the written estimate. The diagnostic cost will be charged separately.

**F. RESTOCKING FEE**

In the event a repair or preventive maintenance visit is cancelled after it has been approved and the materials have been ordered, a restocking fee may apply. This will only apply if Arista is charged a restocking fee from the supplier/subcontractor from which the materials/services were ordered. The fee will only be what the supplier/vendor charges Arista.

**G. EMERGENCY RESPONSE TIME**

It is Arista’s intention to provide same day service. For calls received between 8:00am - 12:00pm (M-F) Arista will typically respond the same day. For calls received after 12:00 pm Arista may respond the same day or more likely the following day.

Please note Arista provides emergency service 24/7 yet overtime charges apply before 8:00am and after 4:30pm (M-F) independent of when the call was initially placed.

Please note that while it is our intention to operate as noted above, it is possible during times of extreme temperatures that we may fall outside of these guidelines and Arista shall not be liable to you for any consequential and/or incidental damages associated therewith, if any.



**H. TRAVEL CHARGE**

Unless otherwise noted Arista will charge a fixed travel fee per visit for any service required above and beyond the planned maintenance inspections called for in this Agreement. The travel fee is calculated as .75 hours of our standard straight time prevailing hourly rate plus a surcharge of \$27.00.

**I. SCHEDULING**

If required, Arista will contact you/your representative (via phone, fax or email) to schedule any/all planned maintenance visits. . Please note that in the event any calls/faxes/emails go unanswered by the designated contact provided by you, Arista reserves the right to not perform the inspection for which the call was originally placed. If required, Arista will make a minimum of two (2) consecutive attempts per inspection to schedule the planned visit. In the event a planned maintenance inspection is missed for which Arista made a minimum of two (2) consecutive attempts to schedule the planned maintenance visit, there will be no adjustment to the fees charged and/or paid under the Agreement.

*It is the customer's responsibility to notify Arista as soon as possible of any change in telephone numbers, fax numbers and email addresses.*

**J. EQUIPMENT ACCESSIBILITY**

**The customer agrees to provide unencumbered access to all HVAC equipment, including, if applicable, humidification nozzles, for both planned maintenance inspections and all service calls (if applicable). Failure to do so may result in additional costs if a return visit is required due to inaccessibility of the HVAC equipment. Arista is further not obligated to honor any warranties associated with equipment or be liable for any property damage if adequate accessibility is not provided.**

**K. SPACE PROTECTION**

**If additional space protection is required, it will be the responsibility of the owner/owner's representative to take the necessary precautions. Arista assumes no responsibility or liability for damages as a result of the failure of the owner to adequately protect the space. Arista is further not obligated to honor any warranties associated with the equipment or be liable for any property damage if you have failed to maintain the equipment free of debris, free of water damage, such as spillage into the system, unexpected exposure to water, or any similar situation, overcrowding and all other conditions which would result in damage to the equipment.**

**GENERAL NOTES**

- A. Arista Air Conditioning Corp. shall not be liable for lack of equipment performance or damages resulting from, but not limited to: unexpected freezing, vandalism, strikes, fires, third party control system failure, accidents, theft, sabotage, abuse of the equipment under contract, Acts of God or other unexpected incidental or consequential damages.
- B. Arista Air Conditioning Corp. is not obligated to perform any service until this Agreement is accepted and returned to Arista Air Conditioning Corp. with the appropriate payment. This Agreement may not be transferred or assigned without prior written consent by Arista Air Conditioning Corp. This document contains the entire agreement between both parties and there are no other warranties or representations expressed or implied. No modifications, additions or changes may be made, unless in writing and signed by both parties.



- C. The customer agrees to accept the judgment of Arista Air Conditioning Corp. as to the best means and methods for any corrective or repair work necessary and to have repairs made promptly. In the event the customer does not approve recommended repairs, Arista will not be held liable for any damages, including but not limited to incidental and/or consequential damages associated with such non-approved repairs.
- D. Arista Air Conditioning Corp. will **only warranty parts purchased and installed by Arista Air Conditioning Corp.** Arista will provide a one (1) year warranty on all parts provided and installed by Arista Air Conditioning Corp.
- E. Arista Air Conditioning Corp. will honor the price noted in this Agreement for sixty (60) days from the date proposed. If the agreement is not accepted within 60 days from the date proposed Arista reserves the right to adjust the prices set forth herein.
- F. Arista Air Conditioning Corp. assumes no liability for lack of equipment performance resulting from the customer's failure to authorize work required to correct deficiencies. Service calls of a repetitive nature i.e. more than two consecutive times, related to previously identified deficiencies, which have not been approved for correction, will result in the customer being charged for such service calls on a "Time and Material" basis at the current rate in effect at the time service is rendered.
- G. The customer agrees to make all payments when due. Arista Air Conditioning Corp. is not obligated to perform any service (pending or future), including planned maintenance inspections to a customer in default of any payment. In addition, Arista Air Conditioning Corp. may discontinue service at any time, without notice until full payment is received. No act of forbearance on Arista Air Conditioning Corp.'s part shall constitute a waiver of this provision.
- H. In the event that the customer fails to pay for services for an excessive period, which means more than ninety (90) days, of time and after prior notice to customer of the default in payment, Arista has the right to make a claim against the customer, but not the obligation, and such right may be enforced against the property in accordance with the applicable lien laws at the discretion of Arista and after prior notice.
- I. **For residential properties only:**

Any contractor, subcontractor or materialman who provides goods and services pursuant to this Agreement and who is not paid may have a valid legal claim against your property known as a mechanic's lien which will only be enforced as stated in paragraph H herein. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the contract prior to the filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge the mechanic's lien.

As required by New York City law governing residential home improvements, in addition to any right, the owner may cancel the contract until midnight the third business day after on which the owner has signed an agreement or offer to purchase relating to such contract. Cancellations occur when written notice, if given by mail, shall be deemed given when deposited in a mailbox properly addressed and postage pre-paid. Notwithstanding the foregoing, this paragraph shall not apply to a transaction in



which the owner has initiated the contract and the Work is needed to meet a bona fide emergency of the owner. Such a waiver based upon an emergency must be in writing and must expressly state that the owner is waiving the three-day cancellation provision based upon that emergency.

- J. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other.
- K. The Agreement shall be governed by the law of the State of New York.
- L. Arista and customer each hereby waive claims against each other for consequential damages arising out of or relating to this Agreement - as set forth herein:
  - .1 damages incurred by the customer for rental expenses arising from delays in the Work; and
  - .2 damages incurred by Arista for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

- M. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Any executed signature page delivered by facsimile or e-mail transmission shall be binding to the same extent as an original executed signature page, with regard to any agreement subject to the terms hereof or any amendment thereto.

### **WORK EXCLUDED UNDER THIS AGREEMENT**

- A. Identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or other hazardous substances and/or materials.
- B. Damages or repairs necessitated by pre-existing conditions.
- C. Water treatment and/or chemical cleaning of condensers and evaporators, steam and/or hot water coils and water towers, unless expressly written in this Agreement.
- D. Any electrical work, including but not limited to electrical power wiring, pneumatic or electronic controls, DDC and BMS controls and relocation of thermostats.
- E. Installation of obsolete parts, system design, system modification, replacement of non-mechanical operating components, including but not limited to; blower sections (blower wheels/bearings/shaft/housing), heat exchangers (evaporator coils, condenser coils, steam coils, hot water coils, chilled water coils, free cooling coils, etc.); Repairing, rebuilding or replacing of pumps and compressors is also excluded.
- F. Refrigerant leak check and/or refrigerant leak repairs are excluded. Click on the following link to learn more about the phase out of refrigerant R-22 and its potential operational and financial impact to your business/home. [https://cdn2.hubspot.net/hubfs/283750/Docs/Arista\\_R22%20Phase%20Out.pdf](https://cdn2.hubspot.net/hubfs/283750/Docs/Arista_R22%20Phase%20Out.pdf)



- G. Services necessitated by the replacement of parts when they are obsolete or when original design changes are necessary.
- H. Plumbing related items including but not limited to water, steam or drain piping beyond the equipment proper, unless expressly written in this Agreement.
- I. Any consequential or incidental property damages due to component failure associated with humidification nozzles unless such component was installed by Arista.
- J. Energy management systems and proprietary controls systems.
- K. Moving, relocating, modifying, dropping or re-hanging of HVAC equipment, including but not limited to ducts and associated insulation.
- L. Non-maintainable items such as but not limited to cabinets, sheet metal, ductwork, diffusers, hardware, dampers etc. as well as the repair or replacement of condensate pans, access doors/panels, vibration eliminators, insulation and steelwork.
- M. Air balancing
- N. Work made necessary by local, state or federal government codes, building and union regulations or insurance requirements.
- O. Work made necessary by the corrosive action of liquids, i.e. water and gases on HVAC equipment and associated piping.

#### **INDEMNITY**

Arista hereby covenants and agrees to indemnify, defend and hold Customer and its direct and indirect parents, subsidiaries, and affiliates and each of their respective shareholder, members, managers, directors,, officers and employees (collectively, "Customer Group") free, clear and harmless from and against any and all claims, demands, losses, liabilities, damages, causes of action and expenses (including reasonable attorney's fees) caused by, resulting from or connected with claims for any property damage or personal injury (including death) caused by Arista or Arista's agents, employees or contractors or bodily injury caused by Arista's agents, employees or contractors for any property damage or personal injury (including death) sustained in connection with the Work under this Agreement.

#### **INSURANCE**

Arista shall, at Arista's sole costs and expense, maintain in a company or companies with current A.M . Best rating of at least A:VII (a) Workmen's Compensation Insurance as required by state law in the state where the services are being performed; (b) Commercial General Liability Insurance (including contractual liability and employer liability coverage) of \$2,000,000 per occurrence and \$4,000,000 general aggregate; and (c) Commercial Automobile Liability Insurance in the minimum amounts of \$1,000,000 combined single limits per occurrence or accident; (d) Umbrella Liability \$3,000,000; and (e) Excess Liability \$7,000,000, as applicable, for property damage and bodily injury (including death) arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased. The foregoing policies shall include by blanket endorsement the Customer Group as additional insured (excluding Workmen's Compensation), be primary without regard to any insurance carried by Customer and Arista will provide Customer in writing with at least thirty (30) days' prior notice of reduction or cancellation. Arista shall provide Customer with certificates of insurance evidencing these



insurance requirements prior to the start of work.

*In an effort to avoid any delay of service, if insurance is required by the building, specifications should be provided with the executed agreement.*

### **TERM OF THE AGREEMENT**

This Agreement shall remain in effect for one (1) year from the effective start date and shall renew automatically at the end of each period at an adjusted rate unless written notice by either party is given to the other at least thirty (30) days prior to the expiration date of the Agreement or any renewal period. Notice of non-renewal must be in writing and sent by certified mail/return receipt requested or overnight courier.

### **EFFECTIVE START DATE**

If the Agreement is accepted on or before the 15<sup>th</sup> of the month the effective start date will be the 1st of that month. If the agreement is accepted on or after the 16<sup>th</sup> of the month the effective start date will be the 1<sup>st</sup> of the following month.

*Independent of the effective start date of the Agreement any labor provided, or materials used prior to the acceptance of the Agreement will be invoiced separately and is not included in the Agreement.*

### **INITIAL MAINTENANCE VISIT**

Please note that in order to properly source the materials needed to provide the initial maintenance inspection and plan the appropriate labor resources, the initial inspection will typically be scheduled between 2-3 weeks from the date of acceptance of this Agreement.

Arista will endeavor to perform the initial inspection as soon as possible from the date of acceptance. We respectfully ask for your patience and understanding relative to our need to gather materials and plan the labor efficiently.

### **MAINTENANCE AGREEMENT SUMMARY**

- ✓ \_\_\_\_\_(x) annual Planned Maintenance Inspections of the equipment per schedule "A".
- ✓ Filters, belts & lubricants are included for each inspection





**INVESTMENT**

The annual investment for the services outlined above in this Agreement is \$ plus applicable sales tax.

**OPTION(S)**

**Coil Cleaning** – labor and materials required to perform one (1) annual chemical cleaning of the condenser coils (*highly recommended*). Click on the following link to learn more about the importance of coil cleaning - [https://cdn2.hubspot.net/hubfs/283750/Docs/Arista\\_Coil\\_Cleaning.pdf](https://cdn2.hubspot.net/hubfs/283750/Docs/Arista_Coil_Cleaning.pdf)

The annual cost for the above option is \$ plus applicable sales tax.

If accepted please initial \_\_\_\_\_

**TOTAL INVESTMENT (base price plus option(s) \$ \_\_\_\_\_ plus applicable sales tax**

**PAYMENT** (please check preferred option)

- Annual (payable in one (1) lump sum)
- Semi-Annual (payable in two (2) equal installments)
- Quarterly (payable in four (4) equal installments)
- Monthly (payable in twelve (12) equal installments)

*Upon acceptance of the agreement Arista will submit an invoice based on the payment option chosen above.*

**CUSTOMER**

Accepted by

Signature \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ARISTA AIR CONDITIONING CORP.**

Signature \_\_\_\_\_

Print Michael C. Rosone

Title Vice President of Service Sales

Date \_\_\_\_\_

Agreement type – HVAC-



**SCHEDULE "A"**

The above price is based on the current equipment list noted below. Any change to the equipment schedule may result in a change to the price of the agreement.

| <b><u>Type</u></b> | <b><u>Location</u></b> | <b><u>Make</u></b> | <b><u>Model</u></b> |
|--------------------|------------------------|--------------------|---------------------|
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