

Regency Planned Maintenance Agreement Terms and Conditions

1. **The full Agreement price shall be due and payable immediately upon execution of the Agreement.** No prorated refunds shall be made if the agreement is cancelled for any reason prior to expiration and Edgerton Inc. shall be entitled to the entire Agreement Price. The customer agrees to make payment prescribed herein promptly when due prior to scheduling the included maintenance visit(s). At the option of Edgerton Inc., no service shall be rendered to any subscriber in default of payment.
2. All equipment is subject to a pre-inspection prior to the initiation or during the term of any contract. If the equipment on the Agreement is not what is physically at the property, the Customer will be billed/refunded for the Plan adjustment to the correct equipment.
3. To ensure no lapse of service, **this Agreement shall renew automatically annually** for the term unless prior notice by either party to the other. All renewals will be billed at the rate in effect at the time of renewal. Edgerton Inc. maintains the right to modify the plan's price and/or other terms and conditions effective on the anniversary date. The invoice sent and paid constitutes final agreement by both parties.
4. All agreements will be activated on the 1st of the month the contract was initiated in for a 12-month term.
5. A maintenance of the selected equipment will be performed once (if the equipment covered is heating only or cooling only) or twice (if the equipment covered is both heating and cooling) during the term of the agreement. Maintenance visits will be performed during our normal working hours (Monday-Friday 8:00-4:00, excluding holidays). Edgerton Inc. will attempt to contact customers to schedule their maintenance visit(s) however, **scheduling is the homeowner's responsibility**. No refunds will be given for visits not performed.
6. Maintenance parts included in maintenance visit(s) can include: 1" MERV 8 disposable air filters, strainers, nozzles, oil filters, belts, and humidifier pads/panels. Edgerton Inc. reserves the right to bill the customer for any air filter larger than 1" thick, a higher MERV rating, media air or clean affects required for the system maintenance or requested by the homeowner. Refrigerant is NOT included.
7. All service calls are subject to a minimum hourly rate of 1 hour, in addition to a trip charge fee. The minimum hourly charge will apply regardless of the time spent on-site. After the initial 1-hour minimum, time will be billed in increments of 15 minutes, at the applicable hourly rate.
8. "Emergency Service" is defined as no heating, cooling, fuel leaking or smoke emanating from unit, a water leak resulting from the failure of the covered service or part, or other dangerous situation and will be billed at the afterhours rate. All other regular services will be considered "Priority Service" over non-members and will be performed during normal working hours (Monday – Friday 8:00-4:00, excluding holidays). Should a non-emergency be performed outside the normal working hours, the afterhours rate will apply.
9. Edgerton Inc. reserves the right to charge the customer a trip charge for no-shows on appointments scheduled in advance with the customer.
10. Customer to provide safe access to equipment prior to arrival of technician.
11. Customer agrees to promptly notify us of any unusual operating conditions of the subject equipment.
12. Calls resulting from failure to operate system in accordance with recommended procedures are not included and shall be paid for in accordance with our normal rate schedule.
13. Customer agrees to permit only our personnel to work on the subject equipment, unless otherwise authorized in writing.
14. This agreement applies to the mechanical air conditioning and/or heating equipment enumerated on your original contract and not to hardware, ducts, plumbing, electrical wiring, castings, frames, or other items due to corrosion. Edgerton Inc. assumes no liability for delays or failures hereunder caused by any of the foregoing and for any causes beyond its control for damages resulting from delays in performing the service hereunder, or for adjustments requiring alterations or additions to structure or property, the customer will obtain written consent of the owner thereof prior to performance of work.
15. Edgerton Inc. shall not be liable for any loss, damage contingent liability or consequential damage due to non-operation of equipment, service or installation of system by others, or damage to property or personal injury caused by equipment.
16. Excluded from service and maintenance are the following: water supply and drain beyond the subject equipment, proper electrical service beyond the subject equipment, made necessary by the enforcement government codes, building and union regulations.
17. If the equipment required the use of water, either re-circulated or otherwise, the water thus used may be or become contaminated, or cause corrosion, as either the extent or nature of such contamination or corrosion can be predicted in advance, the Customer hereby releases Edgerton Inc. from any liability on account of such contamination or corrosion. The use of water treatment at cooling tower installations is strongly recommended for prolonging the life of the entire system.
18. The Customer cannot assign or transfer this Agreement without the prior consent of Edgerton Inc.