

This Annual Maintenance Contract (hereinafter referred to Agreement) is entered into between Professional Chimney Services, LLC (hereinafter, referred to as PCS) and ______ hereinafter referred to as Customer.

Customer Name:	
Address:	

• SCOPE OF SERVICE:

o PCS agrees to provide an annual preventative maintenance service, save for circumstances beyond the control of PCS, for the Equipment described below.

• EQUIPMENT DETAILS:

Maintenance Service System	Location

• MAINTENANCE SERVICE

o Includes cleaning and inspection of the following as indicated above:

WOOD SERVICE	GAS SERVICE	PELLET SERVICE
Chimney system	Gaskets	Check exhaust system
Firebox/wood appliance	Fan/blower system	Check baffles
Gaskets	Venting inspection	Clear hidden chambers and combustion
Baffles	Check for any combustion or gas leaks	chambers
Fan/blower system	Check operation controls/ignition	Check convection and combustion fans
	system	and housings
		Inspect ignition system



Annual Maintenance Contract

TERMS AND CONDITIONS

- Additional fees will be made against Service Calls made by the Customer reporting any failure during the Contract Period.
- Performance of Service will be confined to normal working days and working hours.
- PCS assumes that the equipment is in working condition at the time of acceptance by the Customer of this Agreement. If it is found otherwise PCS conditions are subject to re-negotiation.
- Customer is expected not to engage any third party to service and maintain the
 equipment during the Contract Period. Such act by the Customer is liable to
 lead to the termination of the Agreement.
- o PCS will contact Customer to arrange the service unless the Customer feels the annual maintenance should be done at another time.

CUSTOMER OBLIGATIONS

- o The Customer will give PCS full access to the equipment to enable PCS to provide maintenance services.
- The Customer will notify PCS Technicians of any issues found with the equipment.

• EXEMPTIONS

o PCS shall not be liable for failure to perform any of its obligations if such failure results from act of God, fire, storm, earthquake, explosion, accident, lock-out, industrial dispute/labor trouble, transportation embargo, imminence, or due to existence of any state of emergency, war-like conditions, riots, inability to obtain any material, non-availability of spares in the market, non-serviceability due to technology change, refusal of license or imposition of sanctions, any measures taken by government whatever which renders it impossible or impracticable for PCS to perform its obligation and/or any act beyond the normal control of PCS.

• CONTRACT PRICE:

 As consideration for services covered under this Agreement the Customer will be locking in the annual pricing below (before taxes) for the contracted period. If the annual preventative maintenance is missed during the Contract Period, this Agreement becomes void and the current PCS pricing will be applied to future services.

o The contract pricing is due annually at the time of service.

Signed:

Customer:	
PCS Representative:	
Date:	