



**HVAC & Electrical Services**  
 547 Huntington Pkwy  
 Nashville, TN 37211  
 615-837-4449-office 615-837-4409-fax  
 mail@tempcontrolac.com  
 www.tempcontrolac.com

**Commercial Service Agreement**

<b>Commerical Maintenance</b>
<ul style="list-style-type: none"> <li>• 15% HVAC &amp; Electrical repair discount</li> <li>• 10% HVAC accessories discount</li> <li>• 5% HVAC unit replacement discount</li> <li>• 2 visits/year including 1 heating &amp; 1 cooling tune-up*</li> </ul>

<b>EQUIPMENT INFORMATION</b>		
Brand	Model	Serial #

\* Extra charges may apply for refrigerant and parts which need replacement including the corresponding labor charges.

Company: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Office: \_\_\_\_\_ Cell: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Equipment Location (if different):  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

<p><b><u>Monthly Fee Schedule</u></b>          \$20 per unit</p> <p><b><u>Extra Filter Change Visit</u></b>          \$4.58 up to 2 units</p>	<p><b><u>Annual Fee Schedule</u></b>          \$240 per unit</p> <p><b><u>Extra Filter Change Visit</u></b>          \$55 up to 2 units</p>
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**Billing:**  
 You agree to pay Company the sum of \$\_\_\_\_\_, per month for Services. – Or –  
 You agree to pay Company the sum of \$\_\_\_\_\_, per year for Services.  Cash/check (yearly)  Credit card (yearly)  
 Card type:  Visa  MasterCard  Discover  American Express  
 Expiration date: \_\_\_\_\_ Draft date: \_\_\_\_\_  
 Account number: \_\_\_\_\_

You authorize payments due as stated above to be remitted through your credit card account as indicated. Any fees that we are unable to collect will result in a \$25.00 service fee for each item presented for payment. There will be a \$5.00 late fee on all past due payments. You agree that if you cancel any credit card authorization, or payment is denied, refused or otherwise dishonored, or you otherwise do not pay the services fee when due, that we may suspend or terminate all services, terminate this Agreement and bill you for all amounts due under this Agreement. There will be a \$25.00 reactivation fee for cancelled due to non payment. Temp Control LLC will not be responsible for bank fees.

**Start and Completion Dates:**  
 Start date: \_\_\_\_\_ This Agreement shall continue for a period of 12 months. \_\_\_\_\_ Company may increase total monthly fee during initial or any renewal term no more than once annually and no more than 5% with prior notice. This Agreement shall automatically, without action by either party, under the same terms and conditions renew from year to year for 1 year periods unless either party gives to the other party at least thirty (30) days written notice prior to expiration date, of intention to terminate this Agreement upon expiration date.

**NOTICE TO CUSTOMER:** You specifically acknowledge and accept the disclaimer/limitation of liability and indemnity paragraphs hereof on the reverse side of this agreement. You acknowledge receipt of a copy of this agreement. **RIGHT TO CANCEL:** You may cancel this transaction prior to midnight of the third business day after the date of this transaction; however any discounts given on work in relation to this agreement will be void and due in full. **IN WITNESS HEREOF,** and intending to be legally bound hereby, the parties have executed this Agreement on the date first above written.

Customer Name (Please Print)  
 \_\_\_\_\_  
 Temp Control LLC, Approved By:  
 \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

## Commercial Service Agreement

### General Provisions & Disclaimer/Limitation of Liability

Extra charges may apply for Freon and parts which need replacement. Temp Control LLC shall in no event be liable for special, incidental, or consequential damages or losses caused by the performance of work under this agreement. Temp Control LLC shall not be liable for losses, damages, or defects arising out of vandalism, fire, flood, freezing, wind, war, riots, acts of God or if the equipment has been subject to misuse or negligence. Temp Control LLC shall not be liable for any HVAC or electrical repair work necessary during or after the Agreement period. Temp Control LLC shall not be liable for ductwork, water supply, or drain beyond the equipment, or electronic service beyond the disconnect serving the equipment. This agreement shall be void if other than personnel authorized by Temp Control LLC repair or attempt to repair the equipment covered by the agreement. The only parties to this agreement are the customer and Temp Control LLC. The time, means, and methods to be employed by Temp Control LLC in the performance of this agreement are solely within the discretion of Temp Control LLC.

Indemnification If anyone other than you, including, without limitation, your insurance company, asks Company or representatives to pay for any loss, damage or expense (including, without limitation, economic losses, property damage, personal injury) due to (I) breach of contract or warranty, express or implied, (II) active or passive sole, joint or several negligence of any kind or degree by company or representatives, or (III) a claim for subrogation, indemnification, or contribution, you agree (A) that company and representatives shall have the right, but not obligation, to appoint its or their legal counsel to control the investigation, defense and settlement of any claim or suit against it or them, and (B) to pay (without any condition that company or representatives first pay) for all losses, damages, costs, and expenses including, without limitation, attorneys' fees, which may be asserted against or incurred by company or representatives.

### Right to Terminate

Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Customer, refund any unearned service charges.

### Program Details

Tune-ups include a 16-point air conditioning clean and check, 15-point gas furnace clean and check, and an additional 6-point clean and check for heat pumps. The air conditioning tune up will be performed in the spring and the heating tune-up in the fall. The electrical inspection will be performed along with the heating or cooling tune-up.

Air Conditioning Tune-up	Heating Tune-Up	Additional checks for heat pumps
<ul style="list-style-type: none"><li>•Check operating pressures</li><li>•Check voltage and amperage to all motors</li><li>•Check air temperature drop</li><li>•Clean evaporator coil (if accessible)</li><li>•Check evaporator superheat.</li><li>•Lubricate all moving parts</li><li>•Check and recommend air filtration</li><li>•Check all safety controls</li><li>•Check start capacitor and relays</li><li>•Check compressor contactor</li><li>•Check all wiring and connections</li><li>•Check thermostat</li><li>•Clean condensing coil</li><li>•Check that condensate drain is open</li><li>•Check safety float switch</li><li>•Flush HVAC drain line with Nitrogen gas</li><li>•Inspect ductwork</li></ul>	<ul style="list-style-type: none"><li>•Check and adjust thermostat</li><li>•Clean and adjust all safety controls</li><li>•Clean burners and controls</li><li>•Clean and adjust pilot assembly<ul style="list-style-type: none"><li>•Check standing pilot</li><li>•Check electronic spark ignition controls</li></ul></li><li>•Check for gas leaks in furnace</li><li>•Lubricate all moving parts</li><li>•Check and recommend air filtration</li><li>•Check vent pipe and draft diverter</li><li>•Check fan control</li><li>•Check manifold pressure</li><li>•Check furnace for cracked heat exchanger visual and via combustion analysis if necessary.</li><li>•Check temperature rise</li><li>•Check complete furnace cycle</li><li>•Combustion analysis</li></ul>	<ul style="list-style-type: none"><li>•Check electrical wiring - connections and insulation</li><li>•Check amperage draw on each element</li><li>•Check total amp draw of elements</li><li>•Check temperature rise</li><li>•Check reversing valve</li><li>•Check defrost control</li></ul>