

SERVICE AGREEMENT

Premium Service for Heat Pump



WHAT YOU RECEIVE

When covered by the Premium Service for Heat Pump Agreement, SMO will repair or replace, at no extra charge, any of the listed parts that may become defective due to normal use or wear and tear.

All labor charges covered under this service contract will be performed during normal working hours (8:00am to 4:30pm, Monday-Friday, except holidays). Any labor that must be performed outside of normal working hours (except for "No Heat") will be billed at the After Hours Rate (\$201/hour) less a 10% discount. Emergency service in response to a "No Heat" service call will be provided 24 hours a day, seven days a week.



TUNE-UP & INSPECTION

A heat pump tune-up and inspection will be performed once per year. This may be performed during normal working hours in conjunction with any other system tune-ups you request as part of other service agreements.



PROBLEMS

BLOCKED DRAINS

Please Note: All heat pump and air conditioning systems produce water (condensate) as they remove humidity from the air. SMO technicians check for proper drainage at the time of their visit. The customer agrees to maintain diligence in monitoring water output at all other times. SMO will not be responsible for blocked drain lines more than thirty days after last inspection.

COMPRESSOR FAILURE

Customers with the Premium Service for Heat Pump Agreement will receive a 10% discount toward repairs associated with a compressor failure when the compressor is no longer covered by the manufacturer's warranty. This discount applies to the compressor, labor, refrigerant, and dryers.

REFRIGERANT LEAKS

Extensive (over two hours) searches for refrigerant leaks, if approved by the customer, will be billed at normal labor rates for parts and labor (\$140/hour) less a discount of 10%. There is no charge for the use of refrigerant recovery equipment on any repair.



YOUR COST

\$299.00 (as a stand-alone agreement)

\$219.00 (if you subscribe to the Premium Heating Service Agreement)



COVERED PARTS

- Blower Drive Belt
- Blower Bearings
- Blower Motor
(up to \$200 max allowance)
- Blower Shaft
- Blower Wheel
- Pulleys
- Low Voltage Transformer
- High Pressure Control
- Low Pressure Control
- Check Valves
- Fan Relay
- Fan Center
- Contactor (up to 50 amp)
- Solid State Control*
- Sequencer
- Hard Start Capacitor
- Starting Capacitor
- Running Capacitor
- Time Delay Relay
- Fuses (at unit, no breakers)
- Condensor Fan Motor**
- Fan Blade
- Start Relay
- Fan Bracket
- Outdoor Disconnect
- Condensate Pump
- Rain Shield
- Non-Programmable Thermostats

*Parts covered limited to manufacturer's warranty and availability

**Variable speed motors not covered under Agreement



MULTIPLE AGREEMENTS

With an active Premium Service for Heat Pump Agreement, SMO offers discounts on additional service agreements for coverage on other equipment in the customer's home. The discounted prices for additional service agreements are as follows:

AGREEMENT	ORIGINAL PRICE	DISCOUNTED PRICE
Additional Heat Pump	\$299	\$219
Furnace	\$309	\$209
Boiler	\$319	\$219
Central Air Conditioning	\$259	\$219
Labor Coverage	\$259	\$199
Water Heater	\$234	\$154
Propane Fireplace	\$174	\$134

TERMS and CONDITIONS for SERVICE AGREEMENTS

The service plans described in this brochure are subject to SMO Energy's / Griffith's terms and conditions of service which are provided separately in addition to those listed below: 24/7 coverage for covered parts, 'Emergency Service' is defined as no heat. Non-emergency calls requested after 5pm on weekdays and weekend calls will be billed at Griffith's prevailing labor rates. For Attic HVAC Systems: For safety reasons, access to attic-mounted HVAC systems requires flooring. Allowances: Please see all covered parts listed in this agreement and make note of certain parts that carry an allowance. For example, see ECM motors and Extrol tanks. The allowance noted will be applied to the total cost of the repair billed at prevailing labor rates. MD-HVAC-R 01-7288. For a full list of terms and conditions, visit: SMOenergy.com/agreementterms.

- 1. Size and Type of Units Covered:** These service agreements are intended for single-family dwellings. The heating fuel-fired agreements are designed for residential equipment burning up to three gallons per hour. The air conditioning/heat pump agreements are designed for residential units up to five tons. Equipment outside these parameters will be priced individually.
- 2. Inspection and Service:** SMO reserves the right to inspect equipment to be covered under a service agreement prior to acceptance. We do this to ensure that your equipment is working properly and so that both parties are aware of the equipment's condition at the time of agreement acceptance. If upon inspection the equipment covered does not meet acceptable standards for coverage, all costs for parts & service rendered prior to the date of cancellation will be applied against the cost of the agreement. Any remaining credit balance, if any, will be refunded to the customer. Repairs required before agreement acceptance will be billed at the prevailing rates. Inspections (including flue pipe), tune-ups, and required service are subject to the accessibility of the equipment and parts from normal SMO supply sources. Inspections and annual tune-ups will only be performed Monday through Friday, between 8:00am and 4:30pm, except on holidays. SMO will not be responsible for tune-ups, inspection, or service not performed due to unavailability of customer to schedule work. Customer requests to perform heating tune-ups and air conditioning tune-ups on separate days shall be subject to an additional service charge. All services will be performed providing the safety of our technicians is not compromised. The condition and maintenance of the chimney and flue are the responsibility of the customer.
- 3. Renewal:** This plan will automatically renew from year to year on the anniversary date, unless customer cancels the plan by giving SMO written notice 30 days in advance of the anniversary date. The anniversary date refers to the date of SMO's acceptance of this agreement. This agreement may be terminated by SMO at the end of the service agreement period due to aging equipment or excessive service calls.
- 4. Tanks/Piping:** This plan does not cover tank repair or replacement. The tank owner is responsible for the condition and maintenance of the fuel tank, oil lines, and all piping. SMO assumes no responsibility for these components. This agreement does not ensure against tank leakage or any damage to persons or property resulting from tank leakage. This agreement does not cover any installation, clean up removal, remedial, or any other costs of compliance with any environmental law, rules, or regulations. SMO will not be responsible for bodily injury or property damage arising out of the disposal, discharge, dispersal, release, or escape of fuel or other petroleum substances or derivatives into or upon the customer's property, surrounding properties, the atmosphere, or any water course or body of water, unless caused by the negligence of SMO. In no event shall SMO's liability for any such damage exceed \$1,000.
- 5. Service by Others:** This agreement is void if anyone other than an SMO employee performs modifications to the systems or equipment covered under the plan without prior written approval of SMO.
- 6. Exclusions:** The following acts or conditions are specifically excluded from this agreement because they are not related to maintenance service. Any work performed due to these conditions will be billed at our prevailing rates:
 - Frozen or congealed fuel lines
 - Pump out of water in fuel storage tanks (additional water/waste disposal fees will apply)
 - Coverage to vacant properties or damages from heat failure in an unoccupied home
 - Tripped circuit breakers/blown fuses
 - Electrical or plumbing work further than three (3) feet from the heating fuel burner or air handler
 - Owner/operator errors or omissions
 - Damage due to water, fire, acts of God, tampering, or abuse
 - Emergency switch left in the "off" position or an improperly set thermostat
 - Damage due to attempts to service equipment by person(s) including owners (unless instructed by our Service Department)
 - Lack of heating fuel (unless on automatic delivery with SMO)
 - Addition to components or replacement of entire system
 - Chimneys (masonry or metal) or chimney maintenance including mechanical chimneys and inducers or chimney malfunction
 - Tank repairs, replacement, tank or fuel line leaks.

No part or service is covered by this agreement unless it is specifically listed as covered in this agreement. Listed parts are not covered if obsolete, special order, unavailable, or inaccessible. The parties agree that this written agreement constitutes the entire agreement and supersedes all previous agreements. Any statements, which are not contained in this agreement, are not part of this agreement. Secondary damages caused by tank or fuel line leakage, malfunctioning chimney or vent piping, failure of equipment, or other conditions resulting from delay or failure to render service due to situations beyond our control, including water around the heating unit, inclement weather, strikes, war, riots, or acts of God, are not covered by this agreement. Service under this agreement does not include labor or parts made necessary by fire, water damage, removal of water from fuel tank, soil remediation, environmental compliance, or other abnormal conditions.

- 7. Tune-Up Scheduling:** SMO's primary tune-up season will run from April 1st through October 1st. This service is provided under the agreement but in itself holds no monetary value. SMO will make every effort to contact the customer to schedule their tune-up during that time frame; however it is the customer's responsibility to have this important service scheduled. Failure to do so could result in the forfeiture of service coverage.
- 8. Limitations of Liability:** SMO shall not be liable for injury or damage to persons or property resulting from defects in, or non-operation of, customer's heating or cooling equipment or its accessories or damages resulting from equipment failure. SMO will not be held responsible for modifying or replacing equipment that fails to heat or cool any structure due to improper system design or improperly sized equipment. The customer shall be responsible for the condition and maintenance of the fuel tank, fuel lines, and piping. SMO assumes no liability for same. This service plan does not insure against tank leakage or any damages to persons or property resulting from tank leakage. This service plan does not cover any installation, cleanup, removal, remediation, or other cost of compliance with any environmental or other laws, rules or regulations. Tank repair or replacement shall be billed at the prevailing rates at the time of repair or replacement. Due to safety concerns for our technicians, we reserve the right to postpone working on outdoor air conditioning and heat pump units after dark or in inclement weather. Soot damage from oil or gas fired boilers and furnace puff backs can be caused by a variety of sources including chimney blockage, equipment malfunction, back pressure, and unit plugging. SMO shall not be liable for injury or damage to persons or property if the puff back (1) results from an act or omission excluded from this plan, or (2) occurs more than twenty-four (24) hours after SMO performs any service pursuant to this plan.



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