



IT IS MUTUALLY AGREED by and between the undersigned "Customer" and AWS Mechanical Corp. ("AWS") that for a period of one year (1) from and after the date hereof, and in consideration of the sum of selected, exclusive of tax, the Customer desires to employ and AWS desires to service the Equipment located at street address as hereinafter defined, in accordance with terms of this Agreement. Payment in full shall be made by Customer on the execution of this Agreement. Payments by check shall be payable to AWS Mechanical Corp. and payments by credit card shall be in accordance with the credit card information set forth at the end of this Agreement.

1. AWS will furnish the labor and parts, as may be required, to maintain gas boilers and water heaters, to be serviced pursuant to this Agreement (hereinafter the "Equipment") in operating condition.
2. Any materials not specifically identified as Equipment shall be maintained at the expense of the Customer. The Customer agrees to pay AWS for parts and materials at AWS current prices.
3. If for any reason, except emergency service, the Customer requests that work be done beyond the regular working hours of AWS, the Customer agrees to pay the difference between regular and overtime labor costs at regular billing rates.
4. The Customer shall pay AWS for labor costs on all off-premises repairs necessary to maintain the Equipment.
5. The Equipment must be in good operating condition as of the date of this Agreement. The Agreement does not cover any pre-existing conditions.
6. Service rendered because of accident, abuse, neglect in operation, fire, freezing, flood, failure of power supply or causes beyond the control of AWS are not included in this Agreement and is to be paid for by the Customer as an "extra". Service calls made necessary by blown fuses, open switches or damage to the Equipment shall also be paid for by the Customer as an "extra". AWS does not undertake to maintain any electrical equipment, water supply or drainage fixtures and/or equipment exterior to the Heating equipment described herein. AWS shall not be required to furnish any items or Equipment or machinery which may be recommended or required by insurance companies, local, municipal, state or federal agencies or governmental authorities.
7. Upon failure by the Customer to make payments as agreed to herein, service may be withheld by AWS until such time as the arrears are paid in full, without AWS, being liable to the Customer for credit or counterclaim.
8. It is expressly understood and agreed to by the Customer that in consideration of the performance of AWS of the maintenance services provided herein, that nothing in this Agreement shall be construed to mean that AWS assumes any liability on account of damage to or loss of property or injury to persons including death, arising in any way as the result of the service work performed hereunder.
9. AWS will endeavor to render reasonably prompt service under the terms of this Agreement and AWS will not be held responsible for any loss or damage caused directly or indirectly as the result of any unavoidable delay in the rendering of such service.
10. This Agreement shall not become valid until signed by a duly authorized officer of AWS.
11. This Agreement does not include boiler vessel repair replacement and calls made due to improper or inadequate fuel supply, gas meter problems and/or lack of gas service.
12. AWS makes no warranty that such parts are merchantable or fit for any particular purpose and AWS has made no warranties, affirmation of act or promised, either expressed or implied, which extend beyond the face of this Agreement. AWS's obligation to repair, replace or issue credit for any defective part or service shall be Customer's exclusive remedy under this Agreement.
13. AWS reserves the right to cancel any Agreement on fifteen (15) days' advance written notice sent to Customer's last known address, if Customer fails to provide access to the Equipment, if Customer fails to service or replace any parts necessary to maintain the Equipment in good working order, or if AWS determines that Equipment is unserviceable at the time of AWS's first inspection of the Equipment, the Equipment does not qualify under the Agreement, there are unsafe working conditions at Customer's premises, or the Equipment is not being used for its designed purpose. If the Agreement is cancelled for any of the above reasons, AWS will refund the Agreement price paid by the Customer, less the cost of any services and parts provided by AWS. AWS can cancel the Agreement without notice (and seek a full recovery of its damages from Customer) if the Customer fails to timely pay the Agreement price, has made a material misrepresentation, or has substantially breached his/her duties relating to the Equipment or its use. Any repairs or services provided after any cancellation of the Agreement will be billed at the same cost that a Customer would pay who is not covered by a Agreement.
14. Prior to the expiration of the selected plan, Customer, will be sent a renewal notice advising Customer that this Agreement is expiring and that payment is required to renew this Agreement and ensure continuous coverage. Credit card customers will not receive a renewal notice and will be automatically renewed. If a credit card customer does not wish to renew this Agreement, such customer must advise AWS before the expiration date by calling (516) 889-1900. This Agreement will be renewed upon receipt of payment. AWS reserves the right to change prices at the time of renewal.
15. AWS's maximum liability under this Agreement shall not exceed the annual price paid by Customer to AWS. AWS shall not be liable for any consequential or incidental

Parts/Equipment Covered: A complete list of parts covered by this Agreement is found herein. Interchangeable parts will be used when exact parts are not available. Guaranteed rebuilt/remanufactured parts may be used by AWS at AWS's discretion; all such rebuilt/remanufactured parts will be covered by the warranty included. AWS will not install a replacement part if either (i) AWS is unable to obtain a specific part or an acceptable interchangeable alternate part, or (ii) the removal of the defective part or the installation of a replacement part could do damage to the Equipment or create an unsafe condition. **WHAT WE DON'T COVER:** Unless listed on the included chart, all other parts are not covered under any Agreement. Unless AWS provides its prior written approval, work performed (parts and/or service) by any person or entity other than AWS is not covered under any Agreement. In addition, all Plans specifically exclude labor and materials for cleaning furnaces, steam systems, boiler water tubes, or for the replacement of furnaces, boilers, boiler sections, humidifiers, air cleaners, and water heaters. All Agreements also exclude any service that involves or requires an electrician. The Agreements do not cover any materials, parts or labor required as a result of unusual circumstances, including, but not limited to, floods, fire, freezing, natural disaster, civil disobedience, riot, war, equipment abuse or the like. Customers are responsible for ordinary maintenance of the Equipment including, but not limited to, the replacement of thermostat batteries and air filters.

Heating and Water Heating parts/service coverage under the Basic Parts Plan, and Premier Heating Plan; Air Eliminator (#67), Aquastat and Wells, Automatic Water Feeder, Barometric Diverter, Burner Motor (induced draft), belts, blower motor, burner motor (induced draft), belt drive blower, wheel cage (no bearings), capacitors, Circulator Motor, Circulator Pump, Clutch Coupling and Impeller (Limit 2), Flue Pipe Sleeves, Flue Piping (galvanized only), Gas Controls, Gas Valves, Gauge Glass and Washers, Generator Lead, Horizontal Diverters, Limit Controls, Low Water Cut-Off, Motorized Flue Damper, Pigtail, Pilot Burner, Pilot Orifice, Pilot Safeties, Pilot Tubing, "B" Vent Pipe (Stainless Steel Extra), Direct Drive Blower Wheel (no bearings), Drain-Off Valves, Drain Valve on Low Water Cut-Off, Electrical Switches (house heater only) Electrical Water Heating Element, Electronic Spark Pack, Extrol Tanks, Fan and Limit Controls, Filtrol Tanks, Flame Rollout Switches, Flame Sensors, Pressure Differential Switch, Pressure Gauge, Pressure Relief Valve, Regulators, Relays, Spark Electrodes, Spark Rods, Spark Wire, Spill Switch, Steam Pop Safety Valves, Steam Pressure Control, T & P Relief Valve, Thermocouple, Thermostat, Transformers, Unifrol (water heaters), Vertical Diverters, Zone Valve Heads (only if no water work is involved) and flo-check valves.

Air Conditioning parts/service coverage under the Premier Cooling Plan and Premier Plus Gas Heating & Cooling Plan; Condenser fan motors and fan blades, air condition thermostats, condensate pumps, contactor condenser coil cleaning, clean and repair condensate line (only if visible and accessible), all safety limits, blower motor, circuit boards, contactor relays, direct drive blower wheel (no bearings), dryer filters, electric switches (A/C only), external crank case heaters, fuses hard start kits (original equipment only), high and low pressure switches, motor capacitors, run and start capacitors, service port valve caps, sight glasses, system charging up to 2lbs. (R22 and 410A only), thermal expansion valves, time delay controls, transformers, valve cores (Schrader type), and visible refrigeration leaks.