



- ☒ Two (2) scheduled maintenance calls per year during Paschal's normal working hours including performance of detailed cooling and heating maintenance procedures. Note: additional requested service or service repair visits are not included.
- ☒ Discount on service repairs for covered equipment.
- ☒ Priority Scheduling
- ☒ Overtime calls to be performed on a prompt basis at normal service rate, no overtime charge on covered equipment to Commercial Maintenance Customer.
- ☒ 5% discount off contract price of any new or replacement equipment installation.
- ☒ Filter Replacements (if checked):
 

VARIOUS PLEATED	70	4 times per year
Type	# of Filters	Frequency
- ☒ Other service(s) requested: Air filtered replaced every 90 days

\*Tax not included-see reverse. Annual contact price will be billed ratably over number of contract visits. Additional requested service visits will be billed separately

**Customer's Signature:** \_\_\_\_\_

**Paschal Authorized Representative:** \_\_\_\_\_

## Paschal Commercial Maintenance (PMC") Contract

**SERVICES PROVIDED:** The Paschal Heating & Air Conditioning Co., Inc. ("Paschal") PMC is designed solely to provide the PMC Customer (Customer") with the Manufacturer recommended annual or semi-annual maintenance (Recommended Maintenance) on installed HVAC systems/equipment. Any system deficiencies noted during the performance of the Recommended Maintenance, which require repair and/or replacement, will be repaired and/or replaced as recommended by the Paschal Service Technician should Customer choose to have such work performed.

Such services and charges for replacement parts and equipment, if any, will be billed at the then stated Paschal pricing less the discounts stated on the reverse side of this document, unless they are otherwise covered by the terms of Manufacturers and/or Paschal's written warranties and guarantees (collectively Warranties") provided at the time of initial installation. No other warranties are hereby expressed or implied. While the Recommended Maintenance is necessary to keep all Warranties in force, performance of such Recommended Maintenance does not extend the life of such Warranties or relieve Customer of their obligation to operate and maintain the equipment as specified in the Manufacturer's Equipment Operations Manual, or to notify Paschal of any system malfunction.

While Paschal will endeavor to schedule service at the convenience of the Customer, Paschal retains the right to schedule or re-schedule jobs at its sole discretion based on any number of factors including but not limited to Force Majeure and availability of workforce.

**TERM OF PMC:** Each PMC is considered applicable to a single HVAC system ("units") unless a multiple-unit agreement is purchased. PMCs are for a one-year term from the date of contract signing. Other than as stated in the CANCELLATION RIGHT section below, mid-term cancellation by Customer is prohibited.

**NOTICE ADDRESS:** Any correspondence or notices related to this contract must be sent to Paschal Heating & Air Conditioning Co., Inc., PO Box 2015, Springdale, AR 72765.

**PAYMENT:** Payment for the PMC is due upon signing. You will be responsible for remitting by check to Notice Address, any charges not honored by your bank or credit card company plus a service fee. Paschal will not be required to perform any of its obligations under this contract in the event of non-payment.

**TAXES:** All applicable State and Local Taxes are the responsibility of the Customer. Sales Tax will be calculated and added to any payments to be made by the Customer.

**TRANSFERRABILITY:** This PMC is transferable provided a Customer signed written notice of intent to transfer, identifying Transferee and signed by Transferee, is delivered by Customer to the Notice Address. Initial Customer is not relieved of financial obligation under this contract unless Transferee has paid or arranged with Paschal for payment of remaining contract balance. Partial transfers of multiple unit contracts are prohibited.

**FORCE MAJEURE:** Paschal shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to: acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of materials, and Paschal shall be entitled to a reasonable extension of its obligations.

**LIMITATION OF LIABILITY:** Paschal shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

**SEVERABILITY:** If any term or provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid, illegal, or unenforceable provision eliminated.

**GOVERNING LAW AND JURISDICTION:** This document is to be interpreted in accordance with, and its administration and performance governed by, the laws of the State of Arkansas. The parties hereto agree that the State of Arkansas shall be the forum for any cause of action filed in any court of law or equity; **NO REIMBURSEMENT INSURANCE POLICY:** The Obligations of Paschal (Provider") under this PMC contract are backed only by the full faith and credit of the Provider and are not guaranteed under a service contract reimbursement insurance policy. **CUSTOMER REPRESENTS AND WARRANTS TO PASCHAL THAT CUSTOMER HAS READ ALL OF THE TERMS AND CONDITIONS HEREIN INCLUDING THOSE ON THE REVERSE SIDE, INCLUDING THE LIMITATION OF LIABILITY, BEFORE EXECUTING THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE BINDING UPON PASCHAL UNTIL COUNTER-SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PASCHAL.** **CANCELLATION RIGHT:** YOU, THE CUSTOMER ("BUYER"), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH (10TH) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION IF NO SERVICES HAVE BEEN PROVIDED. Cancellation notice must be in writing and delivered to the Notice Address. Any Payments made prior to exercising this right will be refunded. By signing the reverse side of this document,

Buyer acknowledges being verbally informed of Buyer's right to cancel at the time of execution of this PMC and receipt of this notice.