



Licensed Tennessee Contractor 67815

www.RussellAndAbbott.com

Phone: 865-982-5133
Fax: 865-982-2212

2124 East Broadway Ave.
Maryville, TN 37804

Our promise to you:

We agree to provide you with two Precision Tune-Ups, Professional Cleanings and Safety Inspections per year as described below to help provide a comfortable, energy efficient, and safe indoor environment.

Procedures Include:

- Inspect the outdoor condensing unit
- Inspect the indoor coil
- Inspect refrigerant lines
- Inspect for visible refrigerant leaks
- Inspect the condensate drain pan, drain line and p-trap
- Inspect wiring and control panels
- Inspect the blower assembly
- Inspect the thermostat operation and programming
- Verify suction and discharge pressure
- Verify supply and return air static pressures
- Inspect safety controls and electrical components
- Visually inspect heat exchanger(s)
- Inspect venting and combustion air using state-of-art combustion analyzer
- Check/adjust inlet and outlet gas pressure
- Inspect for gas leaks
- Verify sequencers operating properly
- Verify heat strip amp draw and continuity
- Verify temperature drop (and rise on heat pump)
- Verify correct superheat or sub-cooling
- Verify motor amps
- Verify correct voltage to equipment
- Verify blower speed
- Inspect the duct system
- Cycle equipment to verify operation
- Write a thorough diagnostic with recommendations and findings

Benefits:

- Discount Repairs-Parts & Labor
- Priority Customer Status
- Improved Efficiency
- Extended Equipment Life
- Improved Safety
- Improved Capacity for Gold & Platinum Members
- Transferrable agreement for Gold & Platinum Members
- Life Repair Guarantee for Gold & Platinum Members

Name/Billing Address/City/State/Zip _____
 Phone: Home _____
 Phone: Mobile/Work _____
 Phone: Alternate _____
 EMAIL: _____

EQUIPMENT INCLUDED	MAKE	MODEL #	SERIAL #
Primary System			
1.1			
1.2			
Second System			
2.1			
2.2			
Third System			
3.1			
3.2			
Fourth System			
4.1			
4.2			
Filters:			
Size _____ Qty. _____	Size _____ Qty. _____	Size _____ Qty. _____	

* TAKE ADVANTAGE OF A 10% SAVINGS (PRIMARY A.C. & HEATING SYSTEM) BY CHOOSING OUR 3-YEAR PLAN OR AN 8% SAVINGS (PRIMARY A.C. & HEATING SYSTEM) BY CHOOSING OUR 2-YEAR PLAN.

	PLATINUM MEMBER	GOLD MEMBER	SILVER MEMBER
Primary A.C. and Heating System	\$499 or \$44/month	\$269 or \$25/month	\$169 or \$16/month
Each additional A.C. and Heating System Qty()	\$399 ea.	\$129 ea.	\$ 99 ea.
A.C. and Heating System Subtotal	=\$ _____	=\$ _____	=\$ _____
*Savings for 3-Year Plan 3-Year	-\$ _____	=\$ _____	=\$ _____
*Savings for 2-Year Plan 2-Year	-\$ _____	=\$ _____	=\$ _____
SUBTOTAL	=\$ _____	=\$ _____	=\$ _____
5% Senior Citizens Discount on Agreement price, if applicable (Homeowner must be 55 yrs. or older)	-\$ _____	-\$ _____	-\$ _____
TOTAL	=\$ _____	=\$ _____	=\$ _____
Method of Payment			
Credit Card <input type="checkbox"/> Type _____ Number _____ Exp. _____			
Check <input type="checkbox"/> Beginning _____ Ending _____			
Cash <input type="checkbox"/> Contract Dates _____ thru _____			
Customer Approval _____ Date _____			
Russell & Abbott Representative Approval _____ Date _____			

Additional terms and provisions on back of form.

ADDITIONAL TERMS AND PROVISIONS

1. **MAINTENANCE SERVICES:** Company agrees to provide preventive maintenance services ("Maintenance Services") for the Equipment described on the front page of this Agreement, which Maintenance Services shall consist of the procedures specifically identified on the front page of this Agreement. Company shall also notify Customer of any needed repairs to the Equipment and upon the request of Customer shall perform such repairs at a preferred rate and on a preferred response basis. Replacement parts shall be provided for by Customer at Company's then prevailing prices.
 2. **MAINTENANCE FEE:** Customer agrees to pay Company, its agents or assigns the total payment set forth on the front page of this Agreement ("Maintenance Fee") payable in advance for the Maintenance Services.
 3. **CLEANING:** Company agrees to provide cleaning on the Equipment described on the front page of this Agreement, which Cleaning Level ("I", "II", or "III") shall consist of the cleaning procedures for Membership Level specifically identified on the front page of this Agreement. Level I cleaning shall consist of cleaning minor dirt and/or debris from electrical compartments, condensate drain, condenser coil (water clean up), flame sensor, and wipe down of condensing unit. Level II cleaning shall consist of "Level I" and cleaning of control panel, burners, drain pan, vacuuming of condensing unit, and wipe down of indoor equipment if applicable. Level III cleaning shall consist of "Level I & II" and chemical clean of condensing unit, chemical clean evaporator coil (if coil is accessible), and wipe down of return grills.
 4. **TERM AND RENEWAL:** This Agreement shall be for the term specified on the front page hereof and shall be automatically renewed for additional periods of the same duration unless either party notifies the other in writing of its intention to renew for a different term or to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. Company may increase the annual Maintenance Fee for any renewal period by giving Customer forty-five (45) days prior written notice.
 5. **RECIPT OF COPY:** CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.
 6. **CANCELLATION:** YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.
 7. **COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES:** THE CUSTOMER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES: THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 15 WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.
 8. **EQUIPMENT INCLUDED:** This Agreement applies only to the Equipment as set forth on the front page hereof and not to fixtures in which they are contained, nor to hardware, ducts, plumbing, electrical wiring, pans, defrost heaters, nor to deterioration of housing, frames or other items due to corrosion. If repairs or adjustments require any alterations or additions to structure or property, the Customer will obtain written consent of the owner thereof prior to the performance of such work.
 9. **OBLIGATIONS OF CUSTOMER:** Customer agrees to promptly notify Company of any unusual operating conditions of the Equipment and Customer further agrees to promptly notify Company of any suspected malfunction or defect in the Equipment. In the event Customer moves or relocates Equipment from the location on the front page hereof without the prior written consent of Company, Company at its option may cancel this Agreement or refuse to service the Equipment so moved or relocated.
 10. **UNAUTHORIZED REPAIRS:** Any changes, adjustments or repairs made by others to the Equipment, unless authorized or approved by Company in writing shall, at the option of Company, terminate Company's obligation hereunder.
 11. **WATER DAMAGE:** Company assumes no liability for any damages caused by water or other substances due to overflow or obstruction of any drain or otherwise. Customer understands that if the Equipment requires the use of water, either recirculated or otherwise, the water thus used may be or may become contaminated or cause corrosion. As neither the extent or nature of such contamination or corrosion can be predicted in advance, Company hereby assumes no liabilities for either the quality or condition of the once used water or for any damage that it may cause to the Equipment.
 12. **STANDARDS OF WORKMANSHIP:** The standard of workmanship hereunder shall be that which is reasonable and customary in the industry.
 13. **GOVERNMENT AND INSURANCE REQUIREMENTS:** If Company furnishes, at the request of Customer, any items of equipment, labor or other services which are recommended or required by insurance companies or any governmental agency, including the conducting of any test required by any of the foregoing, not included in the Maintenance Services, Customer shall pay Company's then prevailing price for such equipment, labor or other service.
 14. **DISCLAIMER OF WARRANTIES OF COMPANY:**
 - 13.1 COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CONSEQUENTIAL DAMAGES, NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER DAMAGES OF ANY NATURE BASED UPON EXPRESS OR IMPLIED WARRANTY OR OTHER LEGAL THEORY DUE TO THE NON-OPERATION OR MALFUNCTION OF THE EQUIPMENT, INCLUDING DAMAGE TO PROPERTY OR PERSONAL INJURY CAUSED BY THE EQUIPMENT, UNLESS SAID MALFUNCTION OR NON-OPERATION OF SAID EQUIPMENT IS DUE SOLELY TO THE NEGLIGENCE OF COMPANY IN PROVIDING THE MAINTENANCE SERVICES.
 - 13.2 ANY WRITTEN EXPRESS WARRANTIES GIVEN BY THE COMPANY ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. WITHOUT LIMITATION, COMPANY SHALL NOT BE LIABLE UPON ANY WARRANTY THEORY, EXPRESS OR IMPLIED, REGARDING THE MANUFACTURE OR OPERATION OF ANY EQUIPMENT INSTALLED BY IT WITH THE EXCEPTION THAT COMPANY SHALL CAUSE SAME TO BE REPAIRED OR REPLACED IN THE EVENT OF FAULTY OPERATION OR MALFUNCTION OF SAID EQUIPMENT AND SHALL BE LIABLE FOR NO OTHER DAMAGES EXCEPT AS SPECIFIED HEREIN. COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF ANY NATURE WHATSOEVER.
 14. **LIFETIME REPAIR GUARANTEE:** Company is committed to our customer's satisfaction long after the service repair. We proudly extend to all our customers who own one of our Gold or Platinum Comfort Club Maintenance agreements a full LIFETIME repair guarantee on any repair we make on Equipment described on the front page of this Agreement. Customer must maintain a Gold or Platinum Comfort Club Maintenance Agreement on equipment.
 15. **DESIGN DEFECTS, MALFUNCTION, ETC.:** Company shall not be liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation or malfunctions of the Equipment or for any Equipment which is specially designed.
 16. **COMPANY IS NOT AN INSURER; LIMITATION OF LIABILITY:** CUSTOMER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM (I) FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INITIAL CONNECTION, INSPECTIONS, TESTS, OR MAINTENANCE SERVICES; (II) COMPANY'S NEGLIGENCE; OR (III) THE FAILURE OF THE SERVICES OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO THE ANNUAL MAINTENANCE FEE AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS AGENTS, SERVANTS, ASSIGNS, OR EMPLOYEES.
 17. **THIRD PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including Company's performance or failure to perform and including defects in products, design, initial connection, inspections, tests, repair service, or non-operation of the Equipment, whether based upon active or passive negligence, indemnification, contribution, warranty, or strict or product liability on the part of Company, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Company while on or about Customer's premises.
 18. **HAZARDOUS SUBSTANCES:** If Company encounters a hazardous substance, such as asbestos or any other substance which Company in its sole and reasonable discretion determines to be hazardous, while performing the Maintenance Services hereunder, Company may refuse to perform such Maintenance Services until such time as Customer retains a licensed abatement contractor to remove or contain such hazardous substance and such hazardous substance is actually removed or contained. In the event Company refuses to perform the Maintenance Services or any portion thereof under this paragraph 17, Company shall refund a pro rata portion of the Maintenance Fee.
 19. **FORCE MAJEUR:** Company assumes no liability for any delay or failure to render the Maintenance Services hereunder caused by Federal, State or Municipal actions or regulations; strikes or other labor troubles, fires, embargoes, earthquakes, storms, accidents, power failures, negligence, acts of God, acts of Customer or any third parties, labor disputes, freeze-ups of any kind, or any other causes, contingent to or circumstances beyond the control of Company and/or which make the fulfillment of this Agreement impractical, or for any consequential damage whatsoever. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.
 20. **DESTRUCTION OF EQUIPMENT:** This agreement may be suspended or cancelled, without notice at the option of Company, if the Equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue Maintenance Services or in the event Company is unable to render Maintenance Services as a result of any action by any governmental authority.
 21. **DEFAULT BY CUSTOMER:** If Customer fails to pay any amount herein provided with ten (10) days after the same is due and payable, or if Customer fails to perform any other provisions hereof with ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Customer or his property, or if Customer makes any assignment for the benefit of creditors, Company shall have the right to discontinue Maintenance Services and recover from Customer all sums Company may be entitled to under law or equity.
 22. **ASSIGNEES OF COMPANY:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer provided such person, firm or corporation assumes and agrees to perform the obligations of Company.
 23. **SUBCONTRACTORS:** Company shall have the right to subcontract with other persons, firms or corporation any of the Maintenance Services.
 24. **BENEFIT OF AGREEMENT:** Customer acknowledges that this Agreement, and particularly those paragraphs relating to Company's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefits of and are applicable to any assignees, and/or subcontractors, and that they bind Customer with respect to said assignees, and/or subcontractors with the same force and effect as they bind Customer to Company.
 25. **LIMITATIONS ON ACTIONS; WAIVER OF JURY TRIAL:** BOTH PARTIES HEREBY AGREE THAT NO SUIT OR ACTION THAT RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE OR OTHERWISE) SHALL BE BROUGHT AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IN ADDITION, BOTH PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL IN ANY JUDICIAL ACTION BROUGHT BY EITHER PARTY WHICH RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE, OR OTHERWISE).
 26. **CONFLICTING DOCUMENTS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and any other document or agreement between Customer and Company with respect to the matters described herein, this Agreement shall govern and control, regardless of whether such other document or agreement is prior or subsequent to this Agreement.
 27. **INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
 28. **REMEDIES:** Nothing contained herein is intended to or shall be construed so as to limit the remedies which Company may have against Customer in the event of a breach by Customer of any representation, warranty, covenant or agreement made under or pursuant to this Agreement, it being intended that such remedies shall be cumulative and not exclusive.
 29. **APPLICABLE LAW:** This document shall, in all respects, be governed by the laws of the State of Tennessee applicable to agreements executed and to be wholly performed within the State of Tennessee.
 30. **ATTORNEYS' FEES AND COSTS:** In the event any action or arbitration is instituted by a party hereto to enforce any of the terms or provisions hereof, the prevailing party in such action or arbitration shall be entitled to such reasonable attorneys' fees, costs and expenses (including the costs of the arbitrator) as may be fixed by the Court or arbitrator. Any unpaid accounts subject to interest of 2% monthly (24% per annum).
 31. **THIRD PARTY RIGHTS:** Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provision give any persons any right of subrogation or action over or against any party to this Agreement.
 32. **CAPTIONS:** All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit or construe or otherwise affect this Agreement.
 33. **TAXES:** The Customer shall be responsible for any and all sales or similar taxes now or hereafter imposed with respect to this Agreement.
 34. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by all of the parties hereto or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
35. THESE ADDITIONAL TERMS AND CONDITIONS WILL BE APPLICABLE TO PLATINUM COMFORT CLUB MAINTENANCE AGREEMENT.
- (a) **CONDITIONS AND LIMITATIONS:**
 - (i) This agreement sets forth the entire agreement between RUSSELL & ABBOTT HEATING AND COOLING and the Equipment Owner and cannot be changed without written approval from RUSSELL & ABBOTT HEATING AND COOLING. Representations and promises made by any person not contained in this document are not part of this agreement.
 - (ii) This agreement is automatically cancelled if the equipment is removed from the address identified on the face of this document.
 - (iii) Any material and/or work beyond that covered by the terms of this agreement will be furnished at the Equipment Owner's expense.
 - (iv) RUSSELL & ABBOTT HEATING AND COOLING will NOT be responsible for any loss, damage, or injury resulting from delay in rendering repairs by the terms of this agreement, and in no event is RUSSELL & ABBOTT HEATING AND COOLING liable for incidental or consequential damages.
 - (v) RUSSELL & ABBOTT HEATING AND COOLING is allowed to perform two regularly scheduled preventative maintenance checks each year. Failure to allow the preventative maintenance voids this agreement.
 - (b) **EQUIPMENT OWNER'S RESPONSIBILITY:**
 - (i) RUSSELL & ABBOTT HEATING AND COOLING is the only provider allowed to service or maintenance the equipment covered under this agreement for the term or the agreement is void.
 - (ii) RUSSELL & ABBOTT HEATING AND COOLING will be allowed to perform the regularly scheduled maintenance two times a year on the covered equipment.
 - (iii) All service and repairs NOT covered by this agreement are the responsibility of owner.
 - (iv) Provide RUSSELL & ABBOTT HEATING AND COOLING free access to equipment and controls, move any stock, fixtures, & partitions to facilitate the work by RUSSELL & ABBOTT HEATING AND COOLING.
 - (v) Your equipment must be working up to manufacturing specification before this agreement is valid. Any required repairs are owner's responsibility.
 - (c) **WHAT IS COVERED:**
 - (i) As a rule of thumb... any failure of an internal component on a covered piece of equipment is covered, unless it fails due to neglect, failure of the owner to allow RUSSELL & ABBOTT HEATING AND COOLING preventative maintenance to occur, or an act of God. Equipment over 13 years is not eligible for this agreement.
 - (d) **WHAT IS NOT COVERED IN THE AGREEMENT:**
 - (i) Modulating Compressors, air filters, drain lines, condensate pumps, refrigerant lines, ducts, electrical wiring external from the equipment, or any other equipment not listed on the signed face of this agreement.
 - (ii) Repairs to correct failures or malfunctions that are not considered manufacturing defects, such as damage or malfunction from fire, flooding, water, storms, earthquakes, faulty power supply, theft, misuse, abuse, normal wear and tear, or improper authorized service from another provider other than RUSSELL & ABBOTT HEATING AND COOLING.
 - (iii) Repairs to alter the equipment or installation to meet Federal, State, or Local codes or regulations.
 - (iv) Freight on any special order parts.
 - (v) Any work or service NOT performed by ABC A/C as part of this agreement.
 - (vi) Repairs to equipment installed in corrosive atmospheres such as dry cleaners, beauty shops, and printing facilities.
 - (vii) Any repair required on a compressor-bearing unit in which the age of the equipment exceeds ten (10) years.