



Call Ross to the Rescue!

Plumbing • Heating • Cooling • Electric
 Gas Conversion Specialist
 Drain Cleaning ~ Home Generators

120 Middle Country Rd., Middle Island, NY 11953

nhross.com

(631) 657-4702

Agreement Start Date:

Agreement Expiration Date:



Billing/Mailing Address:

Service Location:

Name		
Address		
City		
State	Zip:	
Home Phone #		
Cell Phone #		
Email Address		

Name		
Address		
City		
State	Zip:	
Home Phone #		
Cell Phone #		
Email Address		

Total Care Maintenance Agreement Includes:

- 1 Heating Check Up (Gas Furnace, Gas Boiler or Heat Pump)
- 1 Cooling Check Up (Condenser, Air Handler/Coil)
- 1 Plumbing Evaluation (Water Heater, Fixtures and Faucets)
- Preferred Member Rate of 10% off any Heating, Cooling or Plumbing Repairs
- Priority Service

\$99+Tax

Each Additional Heat/Cool System\$99+Tax

Type of Equipment

√ Heating (Choose 1)	Quantity
Gas Furnace(s)	
Gas Boiler(s)	
Heat Pump(s)	

√ Air Conditioning	Quantity
Central A/C('s)	

√ Water Heater (Choose 1)	Quantity
Water Heater (Tank)	
Tankless Water Heater	

One System Plan	\$99.00
Each Additional System X \$99.00	=
Tax (8.625%)	=
Total Annual Investment	=
Today's Date	

Please Indicate Method of Payment:

<input type="checkbox"/> Cash	<input type="checkbox"/> Check #	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Discover	<input type="checkbox"/> Amex
Credit Card #	Exp:		CVV:		
Name On Card					
Signature		X			

AGREEMENT CANCELLATION INSTRUCTIONS

IF YOU CANCEL, ANY DISCOUNTED SERVICE PERFORMED UNDER THE AGREEMENT WILL BE BILLED OUT AT FULL PRICE. TO CANCEL THIS TRANSACTION, DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE (OR OTHER WRITTEN NOTICE), OR MAIL (POSTMARKED WITHIN 72 HOURS),
TO: N H ROSS, INC. 120 MIDDLE COUNTRY RD. MIDDLE ISLAND, N.Y. 11953.

I HEREBY CANCEL THIS TRANSACTION _____ BUYER'S SIGNATURE DATE __/__/__

ADDITIONAL TERMS AND CONDITIONS

This Agreement is a maintenance agreement, not an insurance policy, extended warranty or service contract. This Agreement is between the Seller and the Purchaser and provides for certain inspections for your heating and cooling equipment as well as a plumbing evaluation, listed on the front page of this Agreement as indicated herein.

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. Repair or replacement of parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, unit cabinets, insulating material, structural supports and other non-moving parts, are not included in this Agreement.
4. The customer understands that equipment is subject to a first inspection.
5. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.

II. This Agreement provides for specified check-ups only for the heating and cooling equipment as well as a plumbing evaluation listed on the front of this Agreement.

III. We will provide the following benefits to you during the term of this Agreement with respect to the listed equipment: A. We will perform two check-ups on your listed equipment and one plumbing evaluation. Check-ups will include (to the extent applicable and to the extent of the components of your listed equipment are accessible) those services indicated on the front of this Agreement. B. You may contact us to schedule your check-ups. Check-ups will be scheduled to be completed during the term of this Agreement during normal business hours. C. For other service, we will use reasonable efforts to provide you with priority service through preferential treatment in the scheduling of your call.

IV. This Agreement will expire and may be transferred or cancelled as follows: A. This Agreement will expire upon the expiration date set forth on the front of this Agreement. This Agreement will expire prior to the expiration date set forth on the front of this Agreement at such time as you no longer own the listed equipment. B. No service will be required to be rendered by us under this Agreement if you have a past-due account and this Agreement can be cancelled by us for fraud, material misrepresentation, your failure to make any payment required under this Agreement when due or your failure to pay for any services or goods rendered or provided by us to you, whether in connection with this Agreement or otherwise. C. In addition to any right you may have under the law or elsewhere in this Agreement, you may cancel this Agreement within the first three days following the effective date of this Agreement. If no services have been performed within the first three days under this Agreement or if required by law, you will receive a full refund.

V. This Agreement begins on the first day of sale and expires on the 365th day.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any other cause beyond Contractor reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.
4. The Contractor's liability, if any, upon any warranty, either expressed or implied, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.