



—Experience The Difference—

NASSAU RESIDENTIAL SERVICE CONTRACT

ENROLL TODAY & ENJOY THE BENEFITS OF A CAREFREE SAFETY EFFICIENCY AGREEMENT

199 Merrick Rd. Lynbrook, NY 11563 • 516-599-2848 • info@carefreeair.com

- ✓ PREFERENTIAL SERVICE
- ✓ NO OVERTIME CHARGES
- ✓ QUALIFIED TECHNICIANS
- ✓ LICENSED AND INSURED
- ✓ DISCOUNTS ON ALL REPAIRS

- ✓ PROFESSIONAL OFFICE STAFF
- ✓ DISCOUNTED FLAT RATE CALLS
- ✓ YEARLY SAFETY & EFFICIENCY CHECKOUTS
- ✓ FAMILY OWNED WITH OVER 35 YEARS EXPERIENCE
- ✓ ... AND MORE

Compare Our 4 Packages

* 1 System - Choose Either a Heating or Cooling System

** Both Systems - Both a Heating and Cooling System

* **SEE BACK FOR DETAILS**

	SILVER PACKAGE	GOLD PACKAGE	DIAMOND PACKAGE	PLATINUM PACKAGE
	\$9.99/month 1 System <i>plus tax</i>	\$15.99/month 1 System <i>plus tax</i>	\$19.99/month 1 System <i>plus tax</i>	\$29.99/month 1 System <i>plus tax</i>
	\$19.99/month Both Systems <i>plus tax</i>	\$25.99/month Both Systems <i>plus tax</i>	\$29.99/month Both Systems <i>plus tax</i>	\$39.99/month Both Systems <i>plus tax</i>
* Service	Within 24 hrs	Same Day	Same Day	Same Day
* Discount on Repairs	10%	15%	20%	25%
* One(1) Heating Startup and/or One(1) Cooling Startup	✓	✓	✓	✓
* Unlimited Diagnostic Calls	\$99/each	\$89/each	\$79/each	\$69/each
* No Overtime Charges on Emergency Calls	✓	✓	✓	✓
* One(1) Chemical Cleaning on One(1) Outdoor Condenser Unit			✓	✓
* One(1) Drain Pan Additive				✓

Customer Billing Information

Customer Service Location

Name: _____

Name: _____

Street Address: _____

Street Address: _____

Town: _____ Zip: _____

Town: _____ Zip: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

SAFETY & EFFICIENCY AGREEMENT (S.E.A.) TERMS AND CONDITIONS

These Agreements between said homeowner and Carefree Air cover only those parts and repairs specified herein which result from normal operation during the effective period of the Agreement. In the event of service calls not covered under the Plan, customers will be charged for repair service and equipment at CAREFREE AIR prevailing rate.

1. **WHEN SERVICE STARTS.** Coverage under each plan will commence upon receipt of payment together with a copy of the Enrollment Form signed by the Customer, and will continue for a minimum of one year. The Equipment must be in good operating condition on the day the Plan takes effect. The Plan does not cover pre-existing conditions. Carefree reserves the right to make an on-site inspection of the Equipment for coverage under the Plan.
2. **TO OBTAIN SERVICE.** Customers can obtain service under the Plan by calling (516) 599-2848, Carefree's call center is available for calls twenty-four hours a day, seven days a week. Carefree will perform service under the Silver Package, Gold Package and Diamond Package Plans Monday through Saturday during the extended working hours of 8:00 am to 8:00 pm, excluding Holidays. Carefree will perform service under the Platinum Package Plans Monday through Sunday during the extended working hours of 8:00 am to 8:00 pm, excluding Holidays. Any service outside these hours will be billed at prevailing labor rates. Pre-Season System Checkouts done Monday – Fri day from 8:00 am to 4:00 pm.
3. **OUR SERVICE POLICY.** Carefree will attempt to respond to service requests promptly. With the execution of same day appointments and situations beyond Carefree's reasonable-control (such as poor weather conditions, strikes and other labor difficulties, natural disasters and the like).
4. **CUSTOMER'S RIGHT TO CANCEL THE PLAN.** Customer has the right to cancel his or her Plan by written notice sent to Carefree within ten days from the date the Customer returns the signed Enrollment form to Carefree. Customer's written notice of cancellation must either be had delivered or mailed to the following address: Carefree Air & Water Mgmt. Inc. 199 Merrick Rd., Lynbrook, NY 11563. Attn: Customer Service Manager. If the Customer has made no claim under the plan within this ten (10) day period, the Plan shall be void and a refund of the price paid by the Customer will be made to the Customer within thirty (30) days of Carefree's receipt of such written notice. Carefree will refund the Plan price paid by the Customer, less the cost of any services and parts provided by Carefree. Any work performed during this time will be charge at prevailing labor rates and due at time of cancellation.
5. **OUR RIGHT TO CANCEL THE PLAN.** Carefree reserves the right to cancel any Plan on fifteen (15) day's 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 of if Carefree determines that the Equipment is unserviceable, the Equipment does not qualify under the Plan, there are unsafe working conditions at Customer's premises, or the Equipment is not being used for its designed purpose. If the Plan is canceled for any of the above reasons, Carefree will refund the Plan price paid by the Customer, less the cost of any services and parts provided by Carefree. Carefree can cancel the Plan without notice (and seek a full recovery of its damages from the Customer) if the Customer fails to timely pay the Plan price, has made a material misrepresentation or had substantially breached his/her duties relating to the Equipment or its use. Any repairs or services provided after any cancellation of the Plan will be billed at the same cost that a customer would pay who is not covered by a Plan.
6. **TERMS OF AGREEMENT.** Prior to the expiration of the term of the selected plan, the Customer will be sent a renewal notice by mail or hand delivery advising Customer that the Plan is expiring and that if Customer does not wish to renew the Plan, the Customer must advise by indicating the same on the renewal notice and returning it to or calling Carefree at (516) 599-2848. If Customer does not decline coverage in a returned renewal notice or call Carefree within the 30 days specified in the renewal notice. Carefree will invoice the Customer for such renewal, the payment of which will serve to renew the Customer's Plan. Once agreement plan is selected changes for this plan cannot be made until the anniversary year in which the customer will be notified of their right to change and or upgrade any of their service plans.
7. **PAYMENT OPTIONS.** All Carefree Service Agreements offer the customer the following payment options.
 - a. Full payment of Service Agreement by Check or Credit card prior to the start of your new Service Agreement.
 - b. Automatic Quarterly billing available with the completion of the attached Recurring Payment Authorization form.
 - c. Customer will receive 10% discount for each additional system.
 - d. Tax added based on the rate for your area.
8. **OUR LIMITED LIABILITY.** Carefree shall not be liable for any consequential or incidental damages of any nature, such as Customer's loss of its facilities, loss of revenues, loss of anticipated profits or the cost of replacement heat, water or air conditioning.
9. **CONDITIONS BEYOND OUR CONTROL.** Carefree will not be responsible for any delays caused by its failure to obtain necessary parts or render appropriate services on account of or due to weather conditions, the acts of governmental entities, strikes or other labor difficulties, acts of war, or other causes or circumstances beyond Carefree's reasonable control.
10. **OUR LIMITED LIABILITY.** Carefree shall not be liable for any consequential or incidental damages of any nature, such as Customer's loss of use of its facilities, loss of revenues, loss of anticipated profits, or the cost of replacement heat, water or air conditioning.
11. **WHAT WE DO NOT COVER.** Unless prior written approval is received from Carefree, work performed (parts and/or service) by any person or entity other than Carefree is not covered under any Plan. In addition, the Plan specifically excludes all labor and materials for cleaning indoor coils or filters. The Plan further excludes any work required by a licensed electrician. The Plans 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. The Plans do not include service calls from a result of human error, Example: emergency switch shut off etc. Customers are responsible for ordinary maintenance of the Equipment including, but not limited to, the replacement of air filters and remote control batteries, and the lubrication of motors.

OTHER ITEMS. This Plan contains the entire understanding of Carefree and customer with respect to the subject matter hereof. This plan may be modified only by written instrument signed by both Carefree and Customer. Customer may not assign the plan without written consent of Carefree. Any action brought under the Plan shall be commenced in an appropriate court located in Nassau County, New York. These terms and conditions shall be governed by the laws of the State of New York. Should any provisions in this plan be deemed invalid or unenforceable, it shall not affect or invalidate the remainder of the Plan.

ACCEPTANCE OF AGREEMENT

I have read both sides of this document and accept all Pricing & Terms and Conditions stated in contract.

Print Name: _____

Authorized Signature: _____ Date: _____

Start Date: _____ System(s) Covered: Heating Only Cooling Only Heating & Cooling

Select a Package: Silver Gold Diamond Platinum Platinum Maintenance

Equipment Covered: _____

Equipment Model & Serial: _____

Recurring Payment Authorization Form

If you would like to enjoy the convenience of automatic recurring billing, simply complete the Credit Card Information section below and sign the form. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

merchant

Customer Information (to be completed by merchant)

Customer/Company _____

Contact Name _____ Account Number _____

Email Address _____ Phone Number _____ Ext _____

Customer Information (to be completed by merchant)

I authorize _____ to automatically bill the card listed below as specified:

Product/Service Description: _____

Recurring Amount _____

Frequency Once Weekly Twice/Month Monthly Quarterly Year in Full

Start Date: _____ End Date: _____ (or) No End Date

PLEASE FILL OUT THE AREA BELOW ONLY

customer

Credit Card Information (to be completed by customer)

Credit Card Type Mastercard Visa

Cardholder's Name _____ Cardholder's Zip Code _____

Credit Card Number _____ Expires _____ / _____

3 Digit Security Code _____

Customer Signature _____ Date _____