

212-682-2710
201-440-9200



CONTRACT NUMBER

**262 WEST 38th STREET, NEW YORK, NY 10018-5808
MECHANICAL EQUIPMENT REPAIR AND MAINTENANCE AGREEMENT**

THIS CONTRACT made this _____ day of _____, _____
by and between the seller Hamiltonair Company, Inc. and the purchaser _____

Witnesseth: In consideration of the payment hereinafter specified to be made to the Seller by the Purchaser, and of the performance by the Purchaser of the conditions and agreements hereinafter specified on the part of the Purchaser to be by him performed, the Seller agrees to render the service hereinafter described for the period beginning _____ and expiring _____ on mechanical equipment described and located as follows:

Location of Equipment: _____

The Seller Agrees:

- To make inspections of said equipment: _____
In order that such inspections may be made, authorized representatives of the Seller shall have free and full access to the above described equipment at any and all times.
- To furnish the labor and material necessary to make such mechanical adjustments and repairs as in its discretion, at such regular inspections, are found necessary for the proper operation of the said equipment.
- To furnish the necessary labor to replace air filters when in the judgment of the Seller it is necessary that the same should be replaced in order to effect an efficient operation of the air conditioning equipment.
- To respond to calls for service during normal union working hours 8 A.M. to 4:30 P.M. Monday through Friday excluding weekends and holidays between the times of regular inspections if so requested by the Purchaser and necessity therefor is apparent to the Seller. Emergency service may be available during non-working hours, weekends and holidays at additional cost to the purchaser by prior agreement only.

The Purchaser Agrees:

OVERTIME COST	ANNUAL COST	THIS CONTRACT	SALES TAX	TOTAL COST

- To pay to the Seller as a service fee the sum above including sales tax where applicable, which payment shall be made at the time this contract is executed.
- To pay all overtime charges as incurred under this agreement.
- This contract does not include any compressor failures beyond the manufacturers warranty.
- To report immediately any condition which may indicate the need of correction before the next regular inspection.
- To pay the Seller for the cost to recover, recycle or dispose of refrigerant as required by the Environmental Protection Agency.

It is further agreed that:

- Service rendered because of dirty condenser, obstructed drain, asbestos removal, accident, abuse, neglect in operation, fire, freezing, flood, failure of power supply or causes beyond the Seller's control is not included in this contract and is to be paid for by the Purchaser as an extra.
- If the equipment requires the use of water, either recirculated or otherwise, the water thus used may be or become contaminated or cause corrosion. As neither the extent nor the nature of such contamination or corrosion can be predicted in advance, Purchaser hereby releases Seller from any liability on account of such contamination or corrosion.
- The Purchaser agrees to accept the determination of the Seller as final and conclusive with regard to the means and methods employed for any work on the part of the Seller to be performed under the terms of this Agreement.
- The Seller assumes no liability whatsoever and is not to be liable for any work performed or materials furnished by anyone other than the Seller herein; and, at the option of the Seller, it may declare this Contract to be void if any time during the term thereof services are performed by anyone other than the Seller in connection with the air conditioning equipment covered by this Agreement.
- The Seller shall not be responsible for failure to render or perform any service and/or for failure to furnish any materials and/or supply any labor called for or required in the rendering of the herein services because of strikes, fires, accidents, acts of God, war involving the United States of America in any way, the orders, requirements or provisions of any governmental agency or department having any part in the defense program of the United States of America with respect to the establishment of priorities, restrictions, or other limitations affecting Seller in its effort to procure materials or labor for the performance of its obligations hereunder during the national emergency, or any contingency from a similar or dissimilar cause reasonable beyond the Seller's control and affecting the Seller and/or manufacturer and/or supplier of any material or labor called for or required hereunder.
- This Contract may be cancelled by either the Purchaser or the Seller at any time and without prior notice. Such cancellation in order to be effective, shall be in writing and shall be served either personally or by registered mail addressed to the proper party hereto at the address hereinbefore set forth, or such other address as may be substituted in writing in place thereof. In the event of cancellation by the Seller, the latter shall make a pro rata refund of the service fee paid on the basis of time, the refund being the percentage of the service fee determined by the ratio which the unexpired period of the Contract, commencing on the first of the month following the date of cancellation, bears to the entire period of the Contract. This refund can, at the Seller's option, be applied in settlement of any outstanding bills due the Seller for services previously rendered on equipment not covered by this Contract. In the event of cancellation by the Purchaser, no refund of the service fee or any part thereof shall be made.
- This Contract is transferable.

HAMILTONAIR COMPANY, INC.

PURCHASER: _____

By _____
AUTHORIZED SIGNATURE