

RESIDENTIAL PLUMBING MAINTENANCE AGREEMENT

CUSTOMER INFORMATION:

Yes, Please Sign Me Up! New Customer Renewal

Date: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Work Phone: _____

Email Address: _____

Covered Property Address: _____

City: _____ State: _____ Zip: _____

SERVICE AGREEMENT PRICING:

Base price (up to 12 openings): \$ 150.00/Year

Additional Openings: _____ x \$10/Each \$ _____

TOTAL PLAN COST: \$ _____

Customer Approval: _____

Date: _____

PAYMENT BY:

MasterCard

Visa Check

Credit Card Account #: _____

Expiration Date: _____

- The base price of this agreement is **\$150.00 for up to 12 permitted plumbing openings**, renewable annually.
- For each permitted plumbing opening over 12, an additional \$10.00 will be added to the base price of the agreement.
- Under this agreement AAS will provide service during normal business hours: Monday through Friday 7:00 AM to 3:30 PM, except holidays at the following rates:
 - **Journeyman Plumber: \$85 / Hour**
 - **Operator: \$65/ Hour (*equipment not included)**
 - **Plumber, Helper: \$50/ Hour**
- **Service agreement members receive a 10% Service Member Agreement discount on all labor and materials.**
- **Services covered under this agreement performed on holidays, weekends or after normal business hours will be billed at the premium rate that is applicable. (1.5 x for regular overtime, 2 x for Sundays & Holidays)**
- **Service agreement members will receive priority for repairs over non-members, generally resulting in service within 24 hours.** During high-volume periods or extreme weather we will schedule repairs by priority or need accordingly: repairs for safety, repairs for medical needs or repairs for no water or hot water.
- **Service agreement members will not be charged a minimum service charge fee.** You will only be responsible for the amount of time our technician is assigned to your service call.

BENEFITS INCLUDE:

- Annual Inspection of Plumbing System
- 10% Discount on Labor & Materials
- Priority Service
- 24 HR Emergency Service
- No Minimum Service Charge Fee
- Fewer Repairs
- Manufacturer Warranty Administration
- Automatic Contract Renewal
- Agreement is Transferable
- Reduced Repair Time
- Leak Detection

MAINTENANCE COVERAGE:

- Check Water Heater, Tank Type Heaters will be drained to relieve sediment
- Check accessible stop valves
- Check and adjust drain levers (Tubs & Toilets)
- Check exposed supply lines and drain lines
- Check toilets and faucets for proper function and leaks
- Check inside and outside hose bibs for proper function and leaks
- Check washing machine hoses for leaks and wear
- Check water service main line for leaks (Check at city meter or well pump)
- Inventory all plumbing fixtures, faucets, water heaters and other equipment

Mail to:

GIBSON PLUMBING AND MECHANICAL

1512 S. Main St. • Benton, KY
(270) 527-1315 • www.aboveallserviceinc.com



Terms & Conditions

- Inspections will be scheduled Monday through Friday between 7:00 AM and 3:30 PM, except holidays.
- Upon issuing this agreement, Above All Service, LLC (AAS) will inspect and inventory equipment, fixtures and the plumbing system to be covered.
- Any repairs deemed necessary will be reported to the home owner. These repairs are billable at the normal hourly rates listed within this agreement. Should the agreement be purchased and paid for at the time of repair, the preferred customer pricing terms of this agreement will be applied and this inspection will constitute your first years maintenance check.
- AAS reserves the right to reject any service agreement for any reason or if upon inspection by our technician, equipment is found to be in poor operating condition.
- Under this agreement, AAS will provide a qualified technician to check your plumbing system once per contract year, scheduled Monday through Friday between 7:00 AM and 3:30 PM, except holidays.
- It is the responsibility of the homeowner to notify AAS of desired dates for maintenance; AAS recommends scheduling at least two weeks in advance. You can schedule service by calling us or completing a "Service Request" form on our website. www.aboveallservice.com
- If you cannot make a previously scheduled appointment, a 24-hour notice is required. If we are not able to access your home or 24-hour cancelation notice is not provided, an \$85.00 "Service Call" fee will be charged.
- During prolonged extreme weather conditions maintenance checks may be rescheduled to accommodate service agreement customers without water or hot water.
- Under the conditions of this agreement, you, as the homeowner of the covered location, agree to:
 - Operate covered equipment according to the manufacturer's and our technicians' recommendations.
 - Promptly notify AAS of any unusual operating conditions of the equipment.
 - Schedule annual maintenance inspections; AAS will not reimburse checks not scheduled within the contract year.
 - Permit only AAS service personnel to perform maintenance or repairs on the plumbing system.
- The effective date of this agreement is the date of receipt of payment and will become the annual renewal date.
- This agreement is non-refundable, in whole or in part.
- The ownership of this agreement is location-specific and transferable to a new owner for \$50.00, up to 30 days prior to the renewal date. Within 30 days of the renewal date, this agreement is non-transferrable.
- The rates for and in this agreement may be adjusted at the discretion of AAS to reflect current cost and warranties.
- Payment for services rendered is due within 30 days of the completion of service.
 - Outstanding balances over 30 days will be subject to a finance charge of 20% APR.
 - No services will be rendered under this agreement for a customer with an outstanding balance to AAS greater than 30 days

Exclusions & Disclaimers

- AS does not cover the following under this agreement: exterior plumbing, well pumps, frozen pipes/fixtures or damage resultant from frozen pipes, motors or electrical wiring for jetted tubs, polybutylene piping and derivatives thereof. AAS does not repair appliances.
- All other plumbing equipment not listed or addressed here is not covered under this agreement and therefore repairs needed to such plumbing equipment will be billable at regular pricing, less 10% Service Member Agreement pricing.
- AAS reserves the right not to replace parts and equipment, even if they are covered under a manufacturer's warranty, in the event that replacement will not correct the problem or will cause damage to the part or equipment in question.
- AAS cannot cover or be held liable for the following under this or any of our agreements:
 - Acts of Nature.
 - Work performed or materials provided by individuals or companies other than Above All Service, LLC. AAS reserves the right to terminate any of the obligations of this agreement if this occurs.
- Repairs to products beyond their useful life, for cosmetic purposes, or to parts no longer available.
- Work or changes which at some future date may be required by government, codes or insurance.
- Freight or shipping charges for special order, rush order, or other parts.
- Energy or fuel costs associated with the covered equipment's operation.
- AAS and its agents are not qualified mold, mildew or fungus inspectors. Under this agreement, AAS and its agents expressly disclaim any duty to inspect, identify, report or remove the presence or growth of any mold, mildew, fungus, or any combination thereof, on or around any equipment covered by this agreement. AAS and its agents will be held harmless for any damages, including special damages and consequential damages, caused by the presences or growth of mold, mildew, fungi or any combination thereof that is due to or related to equipment or failure of equipment covered by this agreement.

The services to be performed under this Agreement are not a guarantee against normal wear, obsolescence, or malfunctioning due to misuse or negligence, nor shall inspections be construed as an approval or guarantee of the condition of equipment. Any modification of these terms and conditions, written or otherwise, renders the Agreement null and void. Above All Service, LLC will repair and maintain equipment covered by this Agreement. However, this is not an insurance policy. Above All Service, LLC is not an insurer and will not be held liable for any and all special or consequential property damages due to or related to equipment or failure of the plumbing system, including water damage due to leaks from condensate lines, indoor coils or water lines. Furthermore, Above All Service, LLC will not be held liable for a home not continuously occupied or damages that occur during an extended period of time in which a home is vacant. Upon acceptance of this Agreement, the Customer warrants that all work areas are free of hazards (asbestos, insects, poison ivy, chemicals, mold, etc. ...) and to clear or have cleared the property of any hazards or debris that would impede or prohibit an expeditious, professional installation or repair. In the event that a hazard is discovered during the course of work, all work shall cease until the Customer has taken proper abatement of the hazard at the Customer's expense. Work will be performed unless postponed by strikes, accidents, extreme weather, acts of God or other delays uncontrollable by the Company. This Agreement represents the entire agreement of the parties with respect to the services bargained for. This Agreement supersedes any previous or contemporaneous agreements, conditions, and understandings, whether oral or written. Any disputes arising under the Agreement will be governed by the law of the State of Kentucky. The Customer agrees to pay reasonable attorneys' fees as part of any judgment against him/her, their representative or their estate arising from the enforcement of this Agreement or the invoice. If any statement or clause of this Agreement is held unenforceable, it shall not negate any other clause or statement contained herein.