

Energy Savings Plan



115 Mendon Street
Bellingham, MA 02019
(800) 993-4822
www.victoryhvac.com

Date _____ Next Maintenance Date _____ Service Tech _____

Name _____ Phone Number _____

Address _____ City/State/Zip _____

Here's what you get as a member...

✓ **DISCOUNTS:** On parts and labor for repairs. You save money each time.

✓ **LOWER UTILITIES:** Properly maintained heating and cooling equipment keeps more energy dollars in your pocket.

✓ **SEASONAL MAINTENANCE:** Included at no additional charge when done during scheduled times. Tune-ups save you money.

✓ **PRIORITY SERVICE:** You get to "cut in line" ahead of non-members – even at our busiest times.

✓ **REMINDERS:** Take this one off your "to do" list. We handle everything to keep you on schedule.

✓ **PEACE OF MIND:** Your system is safety-checked, it's saving you money, and it's working correctly.

SYSTEM	MAKE	MODEL	SERIAL#	SIZE & QTY FILTERS/PADS	PRICE
ADD ONS					

Select One: BASIC • CLASSIC • PREMIUM

TOTAL: _____

OPTION 1: Pay In Full Today

- One Year Investment: \$ _____
- Two Year Investment: \$ _____

OPTION 2: EZ Pay

Total _____ /12 months=_____ monthly payment.

I hereby authorize Victory Heating Air Conditioning and Plumbing Inc., hereafter called Victory to initiate debit/credit payments for the amount and frequency indicated above.

How To Pay:

Pay Online at:
<https://www.victoryhvac.com/residential/esapayment>

Mail Check to:
Victory ESA
115 Mendon Street
Bellingham, MA 02019

Call Us: 800-993-4822

I have read and understand the Terms and Conditions associated with my agreement.

Check #

Customer Signature

Check \$

Date

Additional Terms & Conditions

Victory Heating, Air Conditioning, and Plumbing agrees to provide the necessary labor and maintenance materials to perform a comprehensive Maintenance program for the equipment listed on the front of this form. Our Maintenance and Service programs are designed to provide our customers with an on-going professional program that is tailored to provide the specific needs of the equipment listed.

All services will be scheduled, administered, monitored, and updated by Victory Heating, Air Conditioning, and Plumbing. All services performed are based on manufacturers' recommendations, equipment location, run time, equipment type and our own experience. All services will be performed by experienced and certified technicians. The services required to maintain your equipment may include:

Equipment: The annual investment to be paid by customer under this Agreement is based upon the maintenance of the equipment listed on the face of this Agreement as a complete heating and/or air conditioning system. Customer may not delete equipment or accessories from the annual plan. In the event additional equipment is added to customers' heating and/or air conditioning system, the same will be covered at an increase of the annual charge.

Customer's right to cancel: Customer may cancel a multi-year Agreement by mailing a written notice of cancellation to Victory Heating, Air Conditioning, and Plumbing. If cancelled, the customer will receive a pro-rated refund of the payments made by customer for the term of this Agreement.

Company's right to cancel: Victory Heating, Air Conditioning, and Plumbing reserves the right to immediately terminate this Agreement in the event: (i) Heating or air conditioning equipment or accessories are installed in the customer's home by a company other than Victory Heating, Air Conditioning, and Plumbing, (ii) Customer has any part of the heating or air conditioning system serviced by a company other than Victory Heating, Air Conditioning, and Plumbing, or (iii) Customer fails to fulfill the payment terms contained on the front side of this Agreement.

Transferability: This Agreement is transferable to the subsequent owner of the home in which the equipment and accessories are located, provided that Victory Heating, Air Conditioning, and Plumbing receives written notification of the sale of the property within sixty days of transfer.

Warranties & Limitations on Warranties: Victory Heating, Air Conditioning, and Plumbing warrants work shall be free from defects in workmanship for a period of twelve months from the date said work was performed. Only the manufacturer's warranty is provided on any parts or materials provided in connection with the work. Victory Heating, Air Conditioning, and Plumbing's obligation for defective products and/or workmanship or any damage caused thereby, shall be limited to the replacement of any defective parts or workmanship and shall be conditional upon Victory Heating, Air Conditioning, and Plumbing receiving actual written notice of said facts within an applicable warranty period(s).

The foregoing warranties are exclusive and in lieu of all other expressed or implied warranties including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Victory Heating, Air Conditioning, and Plumbing shall not be subject to and disclaims all consequential, incidental and contingent damages whatsoever.

Disclaimer: It is understood Victory Heating, Air Conditioning, and Plumbing will use care in performing all services, but shall not be liable for failure to discover conditions necessitating repairs or replacements, nor shall any inspection be construed as an approval or guarantee of the condition of the heating and air system or equipment. There are no warranties expressed or implied, oral or written, which extend beyond those expressed on this document and Victory Heating, Air Conditioning, and Plumbing makes no implied warranty.

Further Victory Heating, Air Conditioning, and Plumbing shall not be liable for any consequential, special, incidental or contingent damages or expense, arising directly or indirectly from any defect in the work performed or parts installed, repaired, furnished in repair work. It is understood that Victory Heating, Air Conditioning, and Plumbing is not the manufacturer of items supplied by it and our client relies solely on the warranty of the manufacturer.

Client recognizes that aged and deteriorated equipment may no longer be serviceable and that Client agrees to hold Victory Heating, Air Conditioning, and Plumbing blameless and defend Victory Heating, Air Conditioning, and Plumbing against any and all claims or liability for any damages or destruction to those items as a result of conventional repair or inspection efforts.

Entire Agreement: This Agreement sets forth the entire Agreement between the parties and supersedes all other Agreements either written or oral concerning the subject of this Agreement.