



11 Broad Street, Medford, NJ 08055 Phone (609) 654-7327 Fax (609) 654-4125 [www.foleymech.com](http://www.foleymech.com)  
HIC#13VH00185900 NJ Master Plumbers License #9548

## Tankless Water Heater “Comfort Assurance” Service Agreement

Property Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Model Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Effective \_\_\_\_\_ for the sum of \$350.00 yearly, plus tax. OR  
\$29.17 monthly, plus tax, paid via credit card on the 1<sup>st</sup> day of the month.  
Reoccurring each month thereafter until agreement is canceled.

This service agreement is for a period of one year and includes yearly maintenance. As a Foley Mechanical Inc. “Comfort Assurance” customer you, can rest assured you will be comfortable all year long.

One-time maintenance during period of agreement to include: A thorough system cleaning and inspection. We will ensure all parts are operating safely, efficiently and properly service the unit to extend the life of the unit. This will avoid costly breakdowns.

Priority Service: As an agreement holder, you will receive priority scheduling, discounted products, and 24/7 telephone service. Agreement holders may also qualify for discounted upgrades and accessories.

Replacement Discounts: Agreement holders will receive discounted replacement options for the variety of products and services we offer.

# COMFORT ASSURANCE AGREEMENT

## **Our system maintenance includes:**

- Check and adjust thermostat.
- Check and clean the igniter and flame rod.
- Check all wiring and connections to controls and electrical connections.
- Flush system with descaling solution.
- Combustion test in low/high fire.
- Check all piping for leaks or corrosion.
- Remove, inspect, and clean flow sensor.
- Check the blower motor.
- Check water/gas pressure settings.
- Inspect associated gas pipes for leaks.
- Check operating pressures.
- Measure flow rate from water flow sensor.
- Check and clean condensate line.
- Check air pressure switch.
- Lubricate parts as needed.
- Check and clean exterior.

## **FEE SCHEDULE AS FOLLOWS:**

Diagnostic Fee of \$99.00 (Reg. \$139.00)

*15% Discounted Flat Rate Repairs quoted at time of service.*

### **Priority Emergency - No Hot Water Calls**

**Monday – Friday 8:00AM to 6:00PM**

After Hours, Weekend, Holiday, or Evening Services - \$189.00 (Reg. \$239.00)

Your Comfort Assurance Agreement ensures years of worry free operation through regular maintenance.

**Foley Mechanical Inc., hereafter referred to as THE COMPANY, will provide the necessary service and maintenance for your water heater.**

#### GENERAL CONDITIONS

This agreement between THE COMPANY and the PROPERTY OWNER/AGENT covers only the primary structure listed above. The PROPERTY OWNER/AGENT understands that THE COMPANY'S liability under this agreement is limited to providing REMEDIAL CORRECTIONS ONLY and in no way, implied or otherwise, is responsible for damages or repairs to the structure(s) or contents. THIS AGREEMENT IS VOID WITHOUT A SIGNATURE FROM AN AUTHORIZED COMPANY REPRESENTATIVE.

THE COMPANY will conduct a maintenance inspection of the above structure(s) prior to coverage. If at any time during this one-year period should a maintenance issue arise, THE COMPANY will re-inspect upon notification by the PROPERTY OWNER/AGENT and provide a remedial treatment recommendation(s) at no additional cost, within the first year. THE COMPANY reserves the right to revise this annual renewal fee as of any anniversary date. Payments are to be made within (30) days of the anniversary date of this agreement. Failure to pay the fee voids the extension of this agreement. THE COMPANY and the PROPERTY OWNER/AGENT both reserve the right to cancel this agreement on the anniversary date. THE COMPANY is not responsible for any pre-existing conditions or issues that may arise due to those conditions. THE COMPANY reserves the right to bill your account and/or credit card once per month for this service.

THE COMPANY AND THE PROPERTY OWNER/AGENT AGREES TO THE FOLLOW TERMS AND CONDITIONS:

#### 1. ADDITIONS OR ALTERATIONS

This agreement covers only the structure(s) identified on the previous page as of the date of the initial work. If the above structure(s) is structurally modified, altered, or otherwise changed, the PROPERTY OWNER/AGENT will immediately notify THE COMPANY in writing. Such additions may result in the need for additional work (at your expense) or this agreement becomes null and void.

2. DAMAGE: THE COMPANY shall not be responsible for (1) any past or existing damage or repairs to the structure(s) or its content at the date of this agreement, (2) any costs or expenses incurred by the PROPERTY OWNER/AGENT as a result of such damage, or (3) any damage caused by or related to any of the conditions described herein.

#### 3. NOTICE OF CLAIMS, ACCESS TO PROPERTY

Any claim under the terms of the agreement must be made immediately in writing to THE COMPANY. THE COMPANY is only obligated to perform under this agreement if the PROPERTY OWNER/AGENT allows THE COMPANY access to the identified structure for any purpose contemplated by the agreement, including but not limited to re-inspection, whether the inspection was requested or considered necessary by the PROPERTY OWNER/AGENT or required by the agreement and requested or considered by THE COMPANY.

#### 4. DISCLAIMER

THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 5. BINDING ARBITRATION

In the event of any dispute between THE COMPANY and the PROPERTY OWNER/AGENT arising out of or relating to this agreement, the parties hereby expressly agree to submit their dispute to binding arbitration in Burlington or Camden County, NJ for resolution in accordance with the rules and requirements of the American Arbitration Association.

#### 6. TRANSFERABILITY

This agreement shall terminate upon transfer of ownership of the described structure(s). A new agreement may be issued by THE COMPANY at its discretion, to a new Purchaser provided the new Purchaser signs an updated agreement as the PROPERTY OWNER/AGENT. New PROPERTY OWNER/AGENTS will be responsible for current fees due at time of purchase.

#### 7. INHERENT RISKS

It is impossible to eliminate all risks associated with this service. Unintended consequences may result because of abnormal weather conditions (such as excessive rainfall, flood, drought, tornadoes, hurricanes), which are beyond the control of THE COMPANY. All such risks shall be assumed by THE PROPERTY OWNER/AGENT. THE COMPANY is not responsible for acts of God, terrorism, or other catastrophic events.

#### 8. AUTHORIZED SERVICE

This agreement and all obligations of Foley Mechanical Inc. are void if the customer services or attempts to service his/her own heater or allow anyone other than an authorized service person from Foley Mechanical Inc. to perform any services on the covered system.

#### 9. CANCELLATION

This agreement is auto-renewing and will continue on a month-to-month basis until cancelled by the PROPERTY OWNER/AGENT or THE COMPANY. Cancellation will be effective for non-payment, declined charges, or invalid payment source within 30 days of notification. The PROPERTY OWNER/AGENT must notify THE COMPANY 30 days prior to intended cancellation in writing. No refunds or returns on unused balances.

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Customer Initial: \_\_\_\_\_

## NOTICE OF RIGHT TO CANCEL

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

### NOTICE TO CONSUMER

**YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY** AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

FOLEY MECHANICAL INC.  
11 BROAD STREET  
MEDFORD NJ 08055

If you cancel this AGREEMENT **within the three-day period**, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

*I would like to cancel this Agreement:*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**The undersigned accepts and understands the terms of this agreement:**

\_\_\_\_\_  
PRINT SIGN DATE

An inspection of the above units has been performed and THE COMPANY accepts this agreement.

\_\_\_\_\_  
Foley Mechanical Inc.

Rev. 7/22/2019

Customer Initial: \_\_\_\_\_

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