

**Belyea Bros. Limited "Belyea Bros."**  
**Peak Protection Plan and Safety & Maintenance Plan**  
**Terms & Conditions**

*Please read carefully. Understanding these terms and conditions is important so you obtain maximum benefits from your Peak Protection Plan and/or Safety & Maintenance Plan.*

**Equipment Covered:**

- 1 Contracts are available for gas furnaces, boilers, air handlers, central air conditioners, ductless air conditioners, and high velocity and low velocity air conditioning systems.
- 2 Thermostats will be replaced with a similar type if original fails.

**Exclusions**

- 1 Work required to bring unit(s) up to good operating condition at commencement of the Peak Protection Plan and/or Safety & Maintenance Plan.
- 2 Turning on or turning off equipment.
- 3 Balancing of systems.
- 4 Bleeding of radiators.
- 5 Air conditioning leak tests.
- 6 Boiler system drainage and refill.
- 7 Boiler heating sections.
- 8 Firebox/combustion chamber.
- 9 Complete unit replacement.
- 10 Unit casings.
- 11 Programming of thermostats & controls.
- 12 Unit non-operation due to plugged &/or dirty filters.
- 13 Gas supply piping, manual shut off valves, ductwork, fire dampers, diverter and venting systems, water piping (inc. humidifier line), radiator valves, and airflow issues.
- 14 Electrical wiring and breakers.
- 15 Consumables, including but not limited to UV lights, steam bottles, all types of filters and pads.
- 16 Humidifiers, electronic air cleaners, and heat recovery ventilators.
- 17 Removal of old equipment or asbestos.
- 18 Installation of chimney liners or other chimney repairs.
- 19 Any changes to your system required for future code compliance(s) or safety issues.

**General Conditions:**

To maintain the validity of this Agreement the customer must:

- Operate the equipment according to its manufacturer's instructions.
- Move anything that has to be moved to facilitate the work of Belyea Bros. personnel.
- Employ only Belyea Bros. personnel or those authorized by Belyea Bros. to work on the equipment. We will not reimburse you for work performed by others.
- Promptly notify Belyea Bros. of any circumstances that affect the equipment's working conditions (eg: flood).
- Any material and work in addition to that promised by this Agreement will be furnished only on the customer's authorization and will be charged to the customer at prevailing rates.
- Belyea Bros. alone is the judge of how to best perform repairs and service under this Agreement.
- The only services provided by this Agreement are those described on the Agreement for the equipment listed. No person is authorized to claim otherwise.
- Peak Protection Plan and Safety & Maintenance Plan coverage applies only to single-family houses and townhouses.
- If we determine that your unit is not economically repairable or if a repair is not covered by your Peak Protection Plan, and you require replacement equipment, Belyea Bros. will discount 6% on covered replacement units (this applies to the Peak Protection Plan only).
- We reserve the right to discontinue the Peak Protection Plan and Safety & Maintenance Plan program(s) at any time.

**Billing & Payment**

- 1 You agree to pay the amounts shown at the intervals on the face of the Agreement. GST will be added to all invoices.
- 2 All amounts are billed in advance and are due by the due date shown on the invoice.
- 3 Annual or monthly payments can be made by cheque or pre-authorized payments from your bank account only.
- 4 Overdue payments will be charged at a rate of 2% compounded monthly (to 25% annually).
- 5 If payments are not up to date, service may be refused.
- 6 Except as specifically stated in this Agreement, your payments are non-refundable.
- 7 If you have authorized Belyea Bros. to have your payments deducted from your bank account (PAD) we will notify you 15 days prior to the first payment. You will receive another invoice only if the amount changes. On approximately the same day each month, the charges set out on your invoice are due and we will debit your account for those charges. If the PAD falls on a weekend or statutory holiday, your account will be debited on the next business day. You will be charged \$50 for any cheque that is returned or any PAD that cannot be processed for any reason. You agree to notify Belyea

Bros. of any changes to the bank account information you provided.

**Coverages Period & Renewal**

- 1 Your Peak Protection Plan and/or Safety & Maintenance Plan coverage comes into effect upon acceptance by Belyea Bros. The Peak Protection Plan and Safety & Maintenance Plan requires that you have a pre-inspection performed by a Belyea Bros. service technician to verify the equipment to be covered is in good operating condition. Repairs to bring the equipment up to good operating condition will be billed at Belyea Bros.' prevailing service rates.
- 2 Equipment 15 years of age or older may not be accepted and/or renewed as it has reached its expected lifespan.
- 3 The Peak Protection Plan and/or Safety & Maintenance Plan is in effect for one year. Notification of any change in the terms or price(s) will be forwarded within 30 days of the anniversary date. This agreement will automatically renew on the anniversary date. You have the right to cancel with written notice no later than 10 days after the anniversary date.
- 4 Belyea Bros. may also cancel the Plan(s) by providing written notice prior to the anniversary date.

**Warranty**

- 1 Belyea Bros. is not liable for losses or damages resulting from misdiagnosis or delays in completing repairs.
- 2 Labour warranty is 30 days from the date of repair.
- 3 Parts warranty is one year from the date of repair.
- 4 We will not, under any circumstances, be liable for indirect, consequential or economic damages.
- 5 Belyea Bros. is not the manufacturer or supplier of the equipment "the supplier" to be serviced and as such we make no representations, warranties or conditions as to the performance of the equipment.
- 6 If you have any disputes or problems with Supplier or regarding the Supplier products or equipment, you must continue to make your payment obligations required by this agreement.
- 7 All parts replaced become our property and you agree to assign to Belyea Bros. any assignable warranties available from the manufacturer or supplier of the part.
- 8 BELYEA BROS.' LIABILITY FOR DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU PURSUANT TO THIS AGREEMENT.

**Cancellation**

- 1 If you cancel prior to the anniversary on a monthly plan, any payments owing on the annual premium become due.
- 2 If you move, you agree to pay any remaining installments (if applicable) relating to the current coverage year, and the Peak Protection Plan and/or Safety & Maintenance Plan coverage will remain in effect for the new owner or tenant for the balance of the coverage year.
- 3 At our option, we may credit the remaining balance of your Peak Protection Plan and/or Safety & Maintenance Plan to a Peak Protection Plan and/or Safety & Maintenance Plan at your new residence.

**Privacy & Personal Information**

Belyea Bros. respects the privacy of its customers and is committed to maintaining the confidentiality of all personal information it receives. Accordingly, Belyea Bros. has a Privacy Policy which documents how we collect, use, disclose and maintain any personal information that you provide us. To review our Privacy Policy please visit our website at [www.belyeabrothers.com](http://www.belyeabrothers.com). By providing your personal information to us you signify your consent to Belyea Bros.' collection, use and disclosure of your personal information in accordance with its Privacy Policy and as may otherwise be disclosed to you.

**Change of Address**

You agree to promptly notify us of any change to your mailing address at least 30 days in advance of such change.

**Exclusions**

The following are specifically excluded from the Peak Protection Plan and Safety & Maintenance Plan:

- 1 Diagnostic service, repair or replacement of items due to a manufacturer's part recall.
- 2 Diagnostic service, repair or replacement of items not covered under this agreement.
- 3 Repairs needed because of design faults or faults that existed before your Plan became effective and/ or are not visible based on an inspection of visible surfaces.
- 4 Repairs needed as a result of abuse, vandalism, tampering, alterations or repairs by persons other than Belyea Bros.
- 5 Repairs required due to accidental or deliberate damage, wildlife, theft, freezing weather conditions, structural repairs, lightning, explosion, earthquake, flood, storms, acts of God, war or other insurable risks.
- 6 When a problem relates to improper sizing or application of equipment.
- 7 Renovation related work.
- 8 Chimney and chimney liner repairs and/or replacements due to equipment or code changes.

- 9 The equipment has been turned off.
- 10 The costs of redecoration and/or restoration required as a result of any work performed in connection with the Peak Protection Plan and/or Safety & Maintenance Plan, including, but not limited to, drywall, plaster, tile, cabinetry, paint, wallpaper, artwork, landscaping, carpeting, floors, or any other item.
- 11 Loss or damage to property caused by drains breaking down, including downspouts and roof drainage.
- 12 Repairs needed if we previously advised you of permanent repairs to keep the system in good working order.
- 13 Removal of asbestos and/or oil tanks in conjunction with any service work under your Peak Protection Plan and/or Safety & Maintenance Plan.
- 14 Repairs or relocation of equipment that is located in places that are unsafe to the service technician.

**Peak Protection Plan**

**Coverages:**

- 1 Repairs are limited to \$700 under the Peak Protection Plan.
- 2 Each piece of equipment gets an annual seasonal maintenance and written tune-up checklist.
- 3 Maintenance will be scheduled in March, April and May for air conditioners and August, September, October and December for furnaces and boilers.
- 4 Peak Protection Plan holders have top priority when they need service.
- 5 Pre-authorized payment plan.
- 6 Overtime-diagnostic charge at reduced rates.
- 7 24-hour response time.
- 8 Year round 6% discount on the purchase of replacement equipment.

**I have read and understand the terms & conditions of the Peak Protection Plan:**

**Customer Initials:** \_\_\_\_\_

A copy of these Terms & Conditions is available at [www.belyeabrothers.com](http://www.belyeabrothers.com)

**Safety & Maintenance Plan**

**Belyea Bros.** agrees to provide you (the customer), with the necessary labour and maintenance materials to perform a comprehensive maintenance program for the specified equipment, after any existing defects which are noted in our service report are corrected.

**Regular Maintenance:** Belyea Bros. will perform one inspection per unit per year unless otherwise requested.

**Discount:** Belyea Bros. will provide a 20% discount on any heating and/or cooling repair made during Belyea Bros. regular hours of service. Emergency labour will be reduced by 20% below our prevailing labour rate.

**Preferential Service:** Belyea Bros. will provide emergency service to you before non-agreement customers.

**Hours of Service:** The services covered by this agreement will be scheduled during Belyea Bros. regular working hours, 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. Emergency Service and/or weekend scheduling is available for an additional charge.

**Parts:** This agreement includes the lubrication and standard cleaning supplies necessary to perform the required maintenance.

**Repairs:** Any repairs required beyond those provided in this agreement will be brought to the Customer's attention and billed on a flat rate basis with the above discount. Payment is due upon completion. Belyea Bros. shall not be liable for any loss arising from delay, failure to discover a condition requiring repair or replacement, or as a consequence of any performance under this agreement. The Customer's refusal to complete a necessary repair may void this agreement.

**Records:** Belyea Bros. will maintain a complete record of all maintenance and repairs performed by us and will provide you with a report upon completion of any work.

**I have read and understand the terms & conditions of the Safety & Maintenance Plan:**

**Customer Initials:** \_\_\_\_\_

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