



## **CHRISTONE ENTERPRISES, INC.**

125 West 1st Street  
O'Fallon, IL 62269-2051  
**TEL:** 618.624.2502  
**FAX:** 618.624.2556  
*www.christone.com*

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## **MAINTENANCE AGREEMENT CONTRACT**

In consideration of the covenants herein contained, \_\_\_\_\_ (hereinafter called "Owner") and **CHRISTONE ENTERPRISES, INC.** agree as follows:

### **1. GENERAL PROVISIONS**

**CHRISTONE ENTERPRISES, INC.** will handle repair costs for all protected systems listed in paragraph 2 below, for the property known as \_\_\_\_\_ upon the terms hereinafter set forth. The Owner will pay one annual fee and \$69.00 deductible for each service call to repair or replace covered items. All service work is guaranteed, 30 days of labor, manufacturer provided warranty on parts. Coverage includes only the items stated as covered and excludes all others. Coverage is subject to limitations and conditions specified within this contract.

#### **A. COVERAGE**

During the coverage period, **CHRISTONE ENTERPRISES, INC.** will repair or replace the systems and components listed below as covered in accordance with the terms and conditions of this contract so long as they:

- Are located in the confines of the main foundation of the home or garage (with the exception of exterior components of heating and air conditioning systems).
- Become inoperative due to normal wear and tear.
- Are in place and in good working order on the effective date of this contract.

#### **B. COST (at effective date of contract)**

- For dwellings less than 5 years old: \$425.00
- For dwellings 5 years but less than 10 years: \$465.00
- For dwellings 10 years and older: \$525.00

## C. SERVICE CALLS

- (1) The Owner must notify **CHRISTONE ENTERPRISES, INC.** for work to be performed under this contract as soon as the problem is discovered. **Notice of any malfunction must be given to CHRISTONE ENTERPRISES, INC. prior to expiration of this contract.**
- (2) **CHRISTONE ENTERPRISES, INC.** has the sole right to select the technician to perform the services.
- (3) The Owner will pay \$69.00 for each service call. The service call fee is for each visit except as noted in paragraph 1C (4) below.
- (4) If service work performed under this contract should fail, then **CHRISTONE ENTERPRISES, INC.** will cause to be made necessary repairs without an additional service call fee for a **30 days on labor and manufacturer provided warranty on parts.**

## 2. PROTECTED SYSTEMS

### A. HEATING SYSTEM

**Protected:** All components and parts, including heat pumps  
**Not Protected:** Baseboard casings \* Oil storage tanks\* Portable units\* Solar heating systems\* Fireplaces\* Filters\* Registers\* Grills\* Clocks\* Timers\* Heat Lamps\* Humidifiers. Annual preventative maintenance required on HVAC system to qualify for coverage.

### B. PLUMBING SYSTEM

**Protected:** Leaks and breaks of water, lines, **except if caused by freezing**\* Toilet tanks, bowls, and mechanisms \* Valves for shower, tub, and diverter, angle stops, risers and gate valves, toilet wax ring seals \* Permanently installed sump pumps \* Built-in bathtub whirlpool motor and pump assemblies \* Stoppages in drain, vent and sewer lines within the confines of the building.

**Not Protected:** Fixtures \* Bathtubs and showers \* Shower enclosures and base pans \* Sinks \* Toilet lids and seats \* Caulking or grouting \* Septic tanks \* Stoppages in main sewer lines outside the confines of the building for whatever reason or cause \* Water softeners \* Pressure regulators \* Inadequate or excessive water pressure \* Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits \* Sewage ejector pumps \* Holding or storage tanks \* Saunas or steam rooms.

### C. WATER HEATER

**Protected:** All components and parts, including entire unit.

### D. ELECTRICAL SYSTEM

**Protected:** All components and parts, including built-in exhaust fans.

**Not Protected:** Fixtures \* Door bells \* Alarms \* Intercoms \* Inadequate wiring capacity \* Power failure or surge \* Direct current (D.C.) wiring.

### E. GARBAGE DISPOSAL

**Protected:** All components and parts, including entire unit.

### F. DUCTWORK

**Protected:** Ducts from heating unit to point of attachment at registers or grills.

**Not Protected:** Registers and grills \* Insulation \* Asbestos insulated ductwork.

### G. GARAGE DOOR OPENERS

**Protected:** All components and parts, including entire unit excluding remote control unit.

### H. CEILING FANS

**Protected:** All components and parts, including entire unit.

### I. RANGE/OVEN/COOKTOP

**Protected:** All components and parts, including entire unit.

**Not Protected:** Clocks (unless they affect the function of the oven) \* Meat probe assemblies \* Rotisseries \* Racks \* Handles \* Knobs \* Sensi-heat burners will only be replaced with standard burners.

### J. DISHWASHER

**Protected:** All components and parts, including entire unit.

**Not Protected:** Racks \* Baskets \* Rollers

### K. CENTRAL AIR CONDITIONER

**Protected:** Ducted electric central air conditioning, including entire unit. Annual preventative maintenance required on HVAC system to qualify for coverage.

**Not Protected:** Any repair or replacement relating to freon leaks or freon recharging.

### L. KITCHEN REFRIGERATOR

**Protected:** All components and parts including integral freezer unit.

**Not Protected:** Racks \* Shelves \* Icemaker, ice crushers, beverage dispensers, and their respective equipment \* Interior thermal shells \* Freezers which are not an integral part of the refrigerator \* Food spoilage.

### 3. LIMITATIONS OF LIABILITY

- A. At times it is necessary to open walls, ceilings or floors to make repairs. **CHRISTONE ENTERPRISES, INC.** will close the opening and return it only to a rough finish condition..
- B. **CHRISTONE ENTERPRISES, INC.** is not responsible for the restoration of any wallcovering, floor coverings, cabinets, counter tops, tiling, paint, or the like.
- C. **CHRISTONE ENTERPRISES, INC.** is not responsible for the repair of any cosmetic defects.
- D. **CHRISTONE ENTERPRISES, INC.** is not responsible for the repairs of electronic or computerized energy management (e.g. programmable thermostats) or lighting and appliance management systems.
- E. **CHRISTONE ENTERPRISES, INC.** is not liable for collateral, consequential or secondary damages, nor will **CHRISTONE ENTERPRISES, INC.** contract to perform service involving hazardous or toxic materials or asbestos.
- F. **CHRISTONE ENTERPRISES, INC.** is not liable for failure to provide timely service due to conditions beyond its control including but not limited to delays in obtaining parts or equipment, or labor difficulties.
- G. **CHRISTONE ENTERPRISES, INC.** is not liable for repair of conditions caused by misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, **water damage**, lightning, mud, earthquake, soil movement, storms, accidents, pest damage, or acts of God.
- H. **CHRISTONE ENTERPRISES, INC.** has the sole right to determine whether a protected system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced, except for limitations stated in this contract. **CHRISTONE ENTERPRISES, INC.** will not upgrade materials and is not responsible for matching color or brand.
- I. **CHRISTONE ENTERPRISES, INC.** is not liable for repair related to adequacy or capacity of components and systems in the home, and/or improper installation of components and systems, and/or design deficiencies and/or problems caused by alterations or modifications of components and systems.
- J. **CHRISTONE ENTERPRISES, INC.** reserves the right to require a second opinion and assume such expense
- K. **CHRISTONE ENTERPRISES, INC.** total liability during the term of this contract shall not exceed \$4000.00.

#### **4. BUILDING/ZONING CODE REQUIREMENTS OR VIOLATIONS**

- A. **CHRISTONE ENTERPRISES, INC.** will not correct for current building code or zoning code requirements or violations or perform services when permits cannot be obtained.
- B. **CHRISTONE ENTERPRISES, INC.** will not upgrade or pay for additional costs or expense that may be required to complete repairs due to building or zoning code requirements or violations. This includes city, county, state, federal or utility regulations and upgrades required by law.

#### **5. TRANSFER OF CONTRACT AND CANCELLATION**

- A. If the property is sold during the term of this contract, the Owner will notify **CHRISTONE ENTERPRISES, INC.** of the change of ownership and this contract shall terminate effective the date of closing.
- B. This contract shall not be canceled, except for:
  - 1. Nonpayment of contract fees.
  - 2. Fraud or misrepresentation of facts material to the issuance of this contract. If contract is canceled, the Owner shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less service and administrative costs incurred by **CHRISTONE ENTERPRISES, INC.**

#### **6. COVERAGE PERIOD AND CERTIFICATION**

This contract begins on \_\_\_\_\_, 2010 and ends on \_\_\_\_\_, 2010. By signing below, the Owner certifies that property is not less than \_\_\_\_\_ years old.

\_\_\_\_\_  
**PROPERTY OWNER**

\_\_\_\_\_  
**CHRISTONE ENTERPRISES, INC**

\_\_\_\_\_  
**PROPERTY OWNER**

\_\_\_\_\_  
**DATE**