



## Kalos Services

236 Hatteras Ave., Clermont, FL 34711

Email: office@kalosflorida.com

Phone: (352) 243-7088

Fax: (352) 404-6907

# PROPOSAL

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### ○ Prepared for:

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- Ultimar Three Condominium Association

1560 Gulf Blvd,  
Clearwater

### ○ Prepared by:

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- Sylvia Teal  
Maintenance Agreement & Billing  
Coordinator  
Kalos Services, Inc.  
Contact # (352)-243-7099  
Email: Sylvia.Teal@kalosflorida.com

## ● Program Overview

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Kalos Services is pleased to present this business proposal for HVAC Preventative Maintenance services tailored to your HVAC systems. Our comprehensive program is designed to maximize the performance and longevity of your equipment while minimizing the risk of unexpected breakdowns. We will optimize the efficiency of your systems through regular maintenance and provide you with peace of mind.

## ● Scope of Work

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This Preventative Maintenance Agreement includes:

• (1) Bi-Annual PM Service on the following equipment:

• Qty: (15) Indoor VRF Systems and (6) Outdoor VRF Systems, to include:

- > Indoor Filters Included
- > Condenser Coil Cleaning Included

## ● Standard Inclusions

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Our Preventative Maintenance program includes the following standard inclusions:

- Expert service by trained and certified technicians.
- Priority scheduling for emergency repairs, if necessary.
- Detailed reports on system performance and maintenance findings.
- Recommendations for necessary repairs or replacements.

## ● Inspection Agreement

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Before commencing the Preventative Maintenance program, both parties need to agree to the following terms:

**Kalos Services agrees to:**

- Perform the scope of work mentioned above in a professional and timely manner.
- Provide expert technicians and necessary equipment for maintenance.
- Keep records of all maintenance activities and provide detailed reports to the customer.

### ***The customer agrees to:***

- Allow Kalos Services technicians access to HVAC systems for maintenance visits.
- Notify Kalos Services of any issues or concerns related to the HVAC systems promptly.

## ● **Legal Exclusions**

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It is understood that our Preventative Maintenance services do not cover any repairs or replacements resulting from the following conditions:

- **Pre-existing Issues:** Any pre-existing issues or defects within the HVAC system that were not disclosed to us prior to the agreement will not be covered under this proposal.
- **Unforeseeable Events:** We shall not be held liable for damages or malfunctions caused by unforeseeable events, accidents, natural disasters, or any external factors beyond our control.
- **Negligence or Misuse:** Any damage resulting from negligence, misuse, or unauthorized tampering with the HVAC system by your organization's staff or any third party shall not be covered.
- **Manufacturer's Warranty:** Any repairs or replacements that are eligible for coverage under the manufacturer's warranty will not be included in this proposal.

## ● **Duration**

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The proposed duration of this Preventative Maintenance program is one year, commencing from the date of acceptance.

## ● **Proposed Pricing**

Please reach out if you have any questions or concerns about the Preventative Maintenance Services outlined in this proposal. To proceed with the scope of work, kindly sign the acceptance line below so we can start mobilizing our efforts promptly. We appreciate the opportunity to offer this solution and look forward to working with you on this project and servicing your future needs.

Investment Amount and Billing Terms:

- **The total investment for the proposed solution is \$4,885**

Pricing and acceptance are subject to the attached Terms and Conditions.

### ● 21 point Tune Up:

1. Improve energy efficiency by cleaning the condenser coil at each spring service (1 service per year)
2. Prevent component corrosion by removing all dirt and debris from the bottom of the condenser and on top of the hurricane pad.
3. Thoroughly clean the condensate assembly, including flushing the drain line and adding pan treatment.
4. Check the blower wheel and underside of the evaporator coil for dirt and debris that may cause airflow issues.
5. Improve indoor air quality by cleaning all surfaces inside of the air handler cabinet.
6. Change all filters and date filters (spec filter Merv 8). Replacement filters are outside service contracts.
7. Prevent electrical shorts by examining and strapping the high and low-voltage wiring.
8. Tighten all high and low-voltage connections to prevent electrical arcing and overheating.
9. Check for tears and leaks in both the copper and drain line insulation.
10. Inspect supply plenum for any leaks or signs of excessive condensation.
11. Inspect the condensate system, confirming adequate pitch for proper drainage. Clean out any buildup in the horizontal sections of the drain.
12. Ensure that a float switch has been installed and is operating properly.\*
13. Check and replace the belt (adjust as needed).
14. Inspect the thermostat and confirm proper settings for the equipment.
15. Cycle the complete system to confirm that it's properly operating in both heating and cooling modes.
16. Test and record capacitor readings and amp draw on the outdoor and indoor unit.
17. Ensure proper refrigerant levels by testing and recording subcooling, superheat, and refrigerant pressures.
18. Confirm that you have proper air split temperatures by taking measurements at the supply and return airstreams.
19. Inspect disconnect mounting and connections. Address issues as needed.
20. Check for any missing screws and refrigerant caps.
21. On completion, confirm that the system is properly put back together, running, and draining well before setting the thermostat back.



## ● Terms & Conditions of Sale

Kalos Services, Inc. ("Kalos") warrants to the Purchaser that all services provided will be in conformance with this Agreement. Kalos agrees to furnish and install the equipment and materials as described above on the terms and conditions provided herein and Purchaser hereby accepts the equipment and services described above and agrees to pay Kalos the price shown above upon completion of the installation. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.

Failure to pay any sums due hereunder, Purchaser agrees to pay Kalos interest at the rate of one and one-half percent (1½%) per month or the maximum permitted by law (whichever is less) on all outstanding balances. In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach, or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, Kalos shall be entitled to reasonable attorney's fee, costs, and expenses. Any reversal or dispute of charges with a bank, credit card, or financing company will be considered a breach of this agreement, and all warranty obligations will be null and void and payment will be sent to collections and a lien placed on the property according to Florida law.

### **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 850-487-1395, 1940 NORTH MONROE ST., TALLAHASSEE, FLORIDA 32399

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY**



**SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

**"ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES."**

Purchaser shall permit Kalos reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Kalos until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed severable without injury to the freehold.

Purchaser shall indemnify and hold harmless Kalos from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of Kalos, Kalos representatives and subcontractors, or otherwise arising out of the performance of services by Kalos. Further, Purchaser agrees to hold harmless Kalos, its employees, managers, and leadership of all claims related to viruses, bacteria, and fungus past, present, and future.

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond Kalos' reasonable control ("Force Majeure"), and if Kalos is unable to carry out its obligations, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages.



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Once the equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall ensure the same fully to protect all interests of Kalos Services cost of insurance to be paid by Purchaser.

There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Kalos. Except as provided herein Kalos Services makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose Kalos expressly disclaims all other warranties. Kalos' maximum liability hereunder shall consist of refunding all monies paid to it by Purchaser hereunder subject to removal and return to Kalos of all equipment provided hereunder. Under no circumstances will Kalos be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.

This agreement is the complete and exclusive statement of the agreement between Purchaser and Kalos and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof. Kalos Services Inc. reserves the right to terminate this Agreement in whole or in part, at any time.

This proposal is good for thirty (30) days from the date hereof but may be accepted at any later date at the sole discretion of Kalos Services Inc.

**LICENSE # EC0001523, CBC057190, CAC1814620, EC13008082, CGC1504389,  
EC13007011, AND CFC1429840**