



Megee Plumbing & Heating Co., Inc.

Residential Plumbing Winterization/De-winterization Agreement

P.O. Box 745, Georgetown, DE 19947

Phone: (302)856-6311 Fax: (302)856-2187



Please winterize the plumbing in my home the week of: (check one) 10/3/11 10/10/11 10/17/11 10/24/11 Other: _____
 10/31/11 11/7/11 11/14/11 11/21/11 _____

Instructions: Leave electricity: On Off Leave heat: On Off Set thermostat at: _____ degrees

Main water valve location: _____ Special instructions: _____
 Emergency valve location: _____

Select the applicable tasks below: (Does not include any applicable water company charges)

- Interior & exterior for up to 3 bathrooms, 1 water heater & 1 exterior component (includes anti-freeze) @ \$315.00
- Each additional kitchen or bathroom @ \$94.00 ea. X quantity _____ = _____
- Each additional water heater @ \$24.00 ea. X quantity _____ = _____
- Each additional apartment (living quarters) @ \$132.00 ea. X quantity _____ = _____
- Each water conditioner @ \$110.00 ea. X quantity _____ = _____
- Turn off gas supply
- Winterize exterior only (week of ___/___/___) @ \$110.00 ea. X quantity _____ = _____

We STRONGLY recommend that you have an underground shutoff valve which prevents potential freezing of the water line between your meter pit and interior emergency valve. Please contact us for a discounted price if you do not have one.

Sub-total for winterization \$ _____

Please dewinterize the plumbing in my home the week of: (check one) 3/5/12 3/12/12 3/19/12 3/26/12 Other: _____
 4/2/12 4/9/12 4/16/12 4/23/12 _____

Instructions: Leave electricity: On Off Leave heat: On Off Set thermostat at: _____ degrees
 Leave water heater: On Off Leave main water valve: On Off
 Leave emergency valve valve: On Off

To avoid any confusion, a selection must be made for each of the instructions listed above. No exceptions. Typically emergency valves are located inside the structure and main valves either underground in a meter pit or at the water pump.

Once dewinterization is complete and we have checked for system leaks, we will close the EMERGENCY valve for your protection. If an EMERGENCY valve does not exist we will leave the main water turned on (unless directed otherwise above), with the understanding that should there be an undetected leak or a leak occurs after our plumber has left the premises, we will not assume liability for any water damages to the property or its contents resulting from such leaks.

Select the applicable tasks below: (Does not include any applicable water company charges)

- Turn on and flush plumbing system(s): (No exterior plumbing during February or March) @ \$110.00
- Each additional water heater @ \$24.00 ea. X quantity _____ = _____
- Each additional bath or kitchen @ \$24.00 ea. X quantity _____ = _____
- Turn on gas supply (light gas water heater pilot) @ \$49.00
- Additional to dewinterize exterior at a later date (week of ___/___/___) @ \$65.00

Sub-total for dewinterization \$ _____

The above listed rates are discounted and less trip charges. Should you elect at this time for winterization only, prevailing rates and trip charges will apply in the Spring for dewinterization.

Total Price \$ _____ Payment type: Cash Check # _____
 Master Card / Visa / Discover / Am Express Card # _____ Exp. Date _____

In accordance and with acceptance of the coverage and terms and conditions defined in this agreement (Revision 11), I authorize the Megee Company to perform services.

Signature _____		Date _____	Print name _____	
Cell phone # _____		Home phone # _____		Work phone # _____
Service location address _____			Service location phone # _____	
			Key location _____	
Primary residence address (if other than above) _____			Special instructions _____	



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Terms & Conditions

Megee Plumbing & Heating Company, Inc. hereafter referred to as Contractor. Customer, Applicant, Property Owner, etc. hereafter referred to as Customer.

Time: Contractor is a limit to the number of properties which can be winterize on any particular day, therefore work will be scheduled on a first come, first serve basis. If because of prior commitments Contractor is unable to provide service within the requested time frame work will be scheduled for the next available period. Under the scope of this agreement, no work will be scheduled after 5:00 p.m. Monday through Friday or at anytime on Saturday, Sunday or holidays.

Inclusions: Service will be substantially as described in this agreement, and not for coverage, components, products, parts or items not specifically listed herein. All work to be completed in a workman like manner and according to standard practices. This Agreement assumes the system(s) covered are in maintainable condition. If repairs are found necessary upon initial visit or for any reasons of freezing, accident, alterations, misuse or abuse, stoppage due to sand and foreign objects repair charges shall be submitted for approval by the Customer. Contractor will install a tamper proof sticker on the water heater and water heater breaker(s) once turned off for winterization.

Exclusions: Contractor shall not be responsible for charges for service or parts Customer has others provide. This agreement does not provide for the winterization of hydronic heating systems, irrigation systems, fire sprinkler systems, pools, spas or hot tubs. Exterior plumbing system components will not be turned on by the Contractor during the months of February or March. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's then prevailing rates) over the sum stated in this Agreement. This Agreement does not provide for services rendered as a result of false alarms, fires, repairs due to misuse or neglect, theft, or acts of nature. The pumping of antifreeze (under low pressure) into the plumbing system is not intended to detect existing drips or leaks in the plumbing which may become self evident when normal pressure is restored at a later date. If the antifreeze is disturbed for any reason; customer will assume responsibility for any damage.

Transfer: The agreement is transferable to a new property owner of the covered location and/or equipment at no additional charge for the remainder of the agreement period.

Access: Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion of this Agreement.

Warranty: Contractor disclaims any implied warranty of fitness for a particular purpose. Contractor disclaims the implied warranty that the services performed by it will, in all cases, provide protection against mechanical systems breakdown or failure. Contractor disclaims any implied warranty of Merchant ability. Customer agrees that Contractor is not an insurer and no insurance coverage is offered herein. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, illness or injury, claims of Customer's tenants or clients, or any special, direct, indirect or consequential damages caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond the control of the Contractor.

Liability: Contractor does not control access to Customers property and therefore is not responsible for utility expenses. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, deal of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active passive act or omission of Contractor anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by the negligence of Contractor.

Hazardous substances and materials: Contractors obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the event such elements are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such substances or materials. Contractor shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.