



APPLIANCE & A/C REPAIR, INC.
"THE SERVICE CONTRACT PEOPLE"
P.O. Box 70
Hallandale Beach, Florida 33008

Broward: (954) 454-6801
Dade: (305) 949-0325 • Fax: (954) 457-1951
CAC1814535 - CFC1426287 - EC0001244

City of North Miami MASTER AGREEMENT

Contractor agrees to furnish the unit owners of the Association with all **OEM (where available) and or Industry Standard** parts, materials and labor as required and covered under the terms of this agreement, to service and maintain in proper working order the following equipment:

- Electronic Circuit Boards*
- Refrigerator/Freezer incl. Ice Maker* & Water Dispenser*
- Dishwasher *
- Garbage Disposal (Repair Only)
- Oven and Range incl. Self Clean Feature*
- Washer*
- Dryer*
- Microwave Oven*
- All Appliance Gaskets*
- Bathroom Exhaust Fans
- Extended Plumbing
- Extended Electrical
- Water Heater (Repair Only)

**indicates tangible property item to which Florida Miami-Dade sales tax applies*

The fee for the above coverage shall be \$341.00 exclusive of sales tax per unit, \$85.25 per quarter per unit times a minimum of 9 units under contract.

DETAILED COVERAGE



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AIR CONDITIONING AND HEATING

The contractor agrees to make all repairs, adjustments, and replacement of all mechanical and electrical parts in the air conditioner which includes fan motors, capacitors, relays, refrigerant gas, thermostat, and humidistat. This agreement also includes compressors, blower assemblies, condensate water leaks and all other functional accessories. This agreement does not include air filters.

REFRIGERATOR

The contractor agrees to make all repairs, adjustments, and replacements of all mechanical and electrical parts in the refrigerator which includes relays, thermostats, fan motors, fan blades and heaters. Compressor, evaporator coil and condenser coil and all gaskets are included. If the refrigerator must be removed from the premises for repairs, a temporary loaner will be supplied by the Contractor. This agreement does not cover door panels, shelves and shelf supports, glass, butter doors or dishes or any other parts that do not pertain to the mechanical or refrigeration operation of the refrigerator.

OVEN AND RANGE

The Contractor agrees to make all repairs, adjustments, and replacements of all mechanical and electrical parts in the oven and range including burners, elements, thermostats, gaskets, and self-cleaning components. Clocks and timers are covered only if necessary to the cooking or self-cleaning features. Range hoods and exhaust fans are included. This agreement does not cover knobs, handles, drip pans, racks, or outside finishes.

MICROWAVE OVEN

The Contractor agrees to make all repairs, adjustments, and replacements of all mechanical and electrical parts in the microwave including elements, thermostats, gaskets, magnetron tubes (If Available). This agreement does not cover knobs, handles, racks, and outside finishes.

DISHWASHER

The Contractor agrees to make all repairs, adjustments, and replacements of all mechanical and electrical parts in the dishwasher including motors, pumps, timers, relays, soap dispensers, spray arms and gaskets. This agreement does not cover knobs, racks, or outside finishes.

GARBAGE DISPOSAL

The Contractor agrees to make all repairs, adjustments, and replacements of all mechanical and electrical parts in the garbage disposal including relay, reset switch and blades. Replacement if needed.

STANDARD PLUMBING AND ELECTRICAL



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Standard Plumbing and Electrical repairs include: (1) All water leaks from exposed plumbing in apartment or home repaired; (2) All local stoppages in traps, drains and toilets cleared up to 6 feet from fixture within apartment or home; (3) All faucet washers replaced and angle stops replaced as necessary; (4) Ballcocks and all other toilet tank parts replaced as necessary, except in one piece toilets; (5) Standard receptacles, switches, and major appliance plugs replaced as necessary; (6) Accessible short circuits in switch boxes and receptacles boxes repaired; and (7) Circuit breakers in apartment or home replaced as necessary, when available from manufacturer and not deemed a fire hazard, limited to \$40.00 per breaker replacement.

EXTENDED PLUMBING & ELECTRICAL

Extended Plumbing and Electrical repairs include: (1) Those items listed in Standard Plumbing and Electrical repairs; (2) Water leaks on potable lines in walls up to one inch in size repaired; (3) Repairs to all piping up to one inch in size in private homes; (4) All labor repairs to plumbing in apartment or house, except shower pans, and or leaks in concrete slabs; (5) All labor to replace kitchen and bathroom faucets or sinks purchased from Total in the event Total determines that replacement is necessary, except one-piece vanity tops and tub and shower valves, which Total shall not be required to replace; (6) Removal of toilet bowl for wax seal replacement when necessary; (7) Repairs to all permanent lighting fixtures for parts that came standard as part of the fixture, to the extent such parts are reasonably available; and (8) Faucet repair kits and faucet cartridges replaced where reasonably available from original manufacturers or after market sources, excluding ceramic parts.

EXCLUSIONS TO PLUMBING & ELECTRICAL

All parts and fixtures that are not specifically noted for replacement under Optional Plumbing and Electrical Coverage, are not covered for replacement and will be charged to Customer at current retail rates. Total is not responsible for any masonry, tile work, patching, plastering, painting, modifications to cabinetry, removing roots from drains, bathtub replacement, and sewer lines or caulking.

EXCLUSIONS

Service replacements or repairs will not be provided for the following items, unless otherwise specified:

- A. Circuit breaker buss bars, main breaker panels, replacement of electrical lines, plumbing lines, refrigerant lines, gas lines and condensate drain lines or any lines within walls of Customer residence that may not be accessible without breaking or cutting through walls or other permanent structures.
- B. Air conditioning water valves, filters, ductwork, grills, damper mechanism, flow control valves, insulation, coil cleanings, permits, fees associated with pulling permits, crane fees, condensate pump, condensate drain pan, heat recovery equipment, disconnect switches, electronic circuit boards (unless covered on face of Contract), evaporator coils, air cooled condenser coils and water cooled heat exchangers; ceiling fans, chandeliers, recess and/or track lighting, LED lighting and LED lighting accessories.
- C. Knobs, trays, plastic and chrome trim parts, all glass items, inner and outer cabinets and parts, shelf supports, racks, plastic or metal inner and outer tubs, burner pans, glass cooktops, oven clocks, refrigerator-freezer door liners, light bulbs, non-functional and/or non-mechanical parts, compressors, heat exchangers, condensers, and evaporator coils in refrigerators over 10 years old unless expressly stated on front of contract, non-repairable ice makers and ice dispensers, refrigerator water filters, electronic controls over 6 years, electronic displays and touch panels over 6 years, and relay and power boards over 6 years, and parts no longer supplied by or distributed by the manufacturer or distributor.
- D. Transmissions and main drive unit in washers over 5 years, inner dryer lint filters, dryer vent line cleaning timer controls on washers, dryers and dishwashers over 8 years, magnetron tubes in countertop microwaves, magnetron tubes in all microwaves over 5 years, range hoods (unless covered on face of Contract) and dishwasher pump assemblies over 5 years.



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E. Parking: Customer/building shall provide adequate parking for Total service vehicles. Total is not responsible for securing or paying for parking. If the service area parking is unavailable, the customer will be responsible for any valet or associated parking fees, which must be paid up front, not billed.

F. Total is not responsible for repair/replacement on manufacturer-warrantied items, but will make the best labor effort to diagnose the problem on customers' behalf. Total is not responsible for communication with warranty manufacturers in cases of manufacturer-warrantied items.

1. Total will not be liable for losses or consequential damages or any other damages arising from the operation or failure of any air conditioning, appliances, equipment, or fixtures covered under this Contract, nor for damage from lightning, acts of nature, customer negligence or misuse, repairs required due to rust, vandalism, corrosion, fire, flood, odor, mold and mildew, hurricanes and or windstorms or other casualty events which damage any such items. In all events the liability of Total, if any, shall be limited to the present fair market value depreciated overuse and time (not the replacement cost value) of the existing air conditioning, appliance, equipment, or fixture which was the subject of repair by Total, in addition to the premium paid to Total by Customer during the Contract year in which the event of liability arises.
2. Total will not be responsible for work done by others, except when authorized in writing by Total, nor will Total be liable for delays due to others, delays in acquiring parts from the manufacturers and/or vendors, or repairs, upgrades, modifications, replacements, or installations due to enforcement or establishment of current or future building, fire, safety or energy codes, laws or ordinances, or manufacturer recalls. Any/all equipment upgrades by customer within contract period will not be covered by Total unless Total is notified and approves coverage.
3. Appliances and air conditioning equipment without model or serial numbers will not be covered for service by Total; parts no longer made by the manufacturer are not covered by Total.
4. Any non-U.S. manufactured appliances, air conditioning equipment, or other fixtures or equipment shall be covered for labor only.
5. Clear access must be provided to all covered items to enable Total to provide service at the existing location. Customer agrees that Total will not be responsible for any damage incurred to ceilings, walls, flooring, countertops, cabinets, mirrored closet doors, artwork or to any covered items if Total must move or relocate Customer equipment for repair purposes.
6. Where replacement of any appliances, air conditioning or other equipment or fixtures is deemed necessary by Total, if Total deems the item to be non-repairable, such replacement will not be the responsibility of Total, unless replacement coverage is specifically provided on the face of this Contract.

TERMINATION OR CANCELLATION

In the event the Association wishes to cancel this Master Agreement the Association shall provide a 30-day written notice, with or without cause, to Total Appliance. If Total cancels this Master Agreement, they shall provide 90 days written notice to the Association to secure another contractor.

MEDIATION; REMEDIES; INDEMNITY

The laws of the State of Florida shall apply to this Contract. Any claim relating to this Contract or to any services provided to Customer, shall first go to mediation and, if not resolved, a claim must go to non-binding arbitration administered by the American Arbitration Association ("AAA") prior to any court proceedings on the claim. The venue for any proceeding shall be in Broward County, Florida. In no event shall Total be liable for any damage of any kind, whether for breach of contract, property damage, any tort or personal injury, for an amount in excess of \$5,000.00 and all such damages must be actual damages and not consequential damages. Customer indemnifies and holds Total harmless from damages, attorney's fees and costs claimed by Customer or any occupant or invitee of the premises which this Contract applies to, if such claims exceed the limits set forth in this Contract. All claims against Total must be brought within one (1) year from the date that the cause of action arises, or the claims shall be waived.

AUTHORITY



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The person(s) who sign this Contract represent that they are a principal of the property and premises covered by the Contract, and that they are acting as the authorized agents for any owner who has not signed this Contract. If the Customer does not sign this Contract but pays the Contract premium amount, Customer shall be deemed to have accepted all terms of the Contract. Person(s) signing this contract accept responsibility of notifying parties represented in this contract of all terms and conditions associated with this agreement. When a customer chooses to purchase coverage from Total that is outside of this building master agreement, Total's general contract terms apply to said coverage.

GENERAL

Regular service will be provided from 8:00 a.m. to 5:00 p.m. Monday through Friday (except legal holidays) and night and weekend service as requested and as available. Emergency service will be provided 24 hours a day. Emergencies include refrigerator service to prevent food spoilage, a flood that cannot be contained by turning off a valve, a clogged toilet if it is the only toilet in the residence and air conditioning if needed for health reasons (must provide Dr.'s note for proof of medical requirement or pregnancy). Regular service calls placed before noon will try to be accommodated within a 36-hour scheduling frame, however, if unavailable will be scheduled within 48-72 hours. Service will be provided based upon type of service requested & availability of service technicians. Total will offer Priority Service (service within 24 hours) as an optional schedule when the service is not considered emergency at \$100 charge per call.

The association agrees to provide the Contractor with all information regarding the unit owner's name, address, phone number to provide the necessary service. Association further agrees to pay the Contractor the total amount of the apartment list provided no later than the 15th of every month. If payment is not received by the 30th of the month, service may be suspended to all residents.

Total agrees to provide copies of all work orders including any work orders for weekends, holidays and after-hours service for all work performed on the units under contract with City of North Miami when requested.

It is understood and agreed that the above constitutes the entire agreement between City of North Miami and the Contractor and any changes to this agreement must be made in writing and acknowledged by both parties. No agreements made orally or implied may be recognized as part of this agreement.

SUBMITTED

by Total Appliance & A/C, Inc. BY:

Robert Southard Jr, President

4-12-24

Date

ACCEPTED

for City of North Miami BY:


(City of North Miami Representative)

4-17-24

Date

Walton Saintille

(PRINT NAME)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized on the day and year first written above.

ATTEST:

City of North Miami, a Florida municipal corporation

By:

Alberte Bazile
Housing and Social Services Director

Date

By:

Vanessa Joseph, Esq.
City Clerk

Date

By:

Rasha Cameau, MBA, FRA-RP
City Manager

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:

Jeff P. H. Cazeau, Esq.
City Attorney

Date