

# H2 Heat & Air, Inc.

AR. Lic# 1357490  
 OK Lic# 109294  
 P.O. Box 979, Westville, OK 74965  
 E-mail: h2heatandair@yahoo.com  
 Phone: 918-410-6429 or 479-228-7664

## HVAC SERVICE PLAN AGREEMENT

START DATE	
EXPIRATION DATE	
AGREEMENT NO.	
<b>EQUIPMENT LOCATION</b> (if different from billing address):	Address
	City/State/Zip
	Gate Code/Etc.
	Contact Number

Customer Name
Billing Address
City/State/Zip
Phone
Email

TYPE	EQUIPMENT	BRAND	AGE	MODEL NO.	SERIAL NO.	FILTER SIZE
<input type="checkbox"/> AC <input type="checkbox"/> HT						_____ x _____ x _____
<input type="checkbox"/> AC <input type="checkbox"/> HT						_____ x _____ x _____
<input type="checkbox"/> AC <input type="checkbox"/> HT						_____ x _____ x _____
<input type="checkbox"/> AC <input type="checkbox"/> HT						_____ x _____ x _____

### PLAN FEATURES

- Unlimited service calls with no service charge.
- No cost for technician time.
- Parts/supplies billed at cost, and we pay for the first \$100.00 of parts.
- Membership in the One-Year Plan entitles customer to purchase one new heating or cooling system at cost plus 50%.
- Membership in the Five-Year Plan entitles customer to purchase multiple heating or cooling systems at cost.

The cost to enroll one system is \$50/month for the term of the Plan. Additional systems are just \$20 more per system.

I would like to purchase the  **One-Year Plan**  **Five-Year Plan** and make payment as follows:

PAYMENT METHOD:  VISA  MASTERCARD  AMERICAN EXPRESS  DISCOVER  CHECK# \_\_\_\_\_

Name on Card:	Card Number:
Expiration Date (MM/YY):	Authorization Code:
MONTHLY PAYMENT TOTAL: \$	

I authorize H2 Heat & Air, Inc. (H2) to charge my account at the frequency specified above and my financial institution to debit these payments from the account provided. If I have provided a credit/debit card, this authorization is to remain in effect and my coverage will be automatically renewed at the then-current rate unless I discontinue by notifying H2. I have read the terms and conditions printed on the back of this document. I understand them and agree to be bound by them.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Please make all checks payable to H2 Heat & Air, Inc., and thank you for your business!

## H2 HEAT & AIR, INC. SERVICE AGREEMENT TERMS AND CONDITIONS

- This agreement is with the customer listed herein (the “Customer”) and H2 Heat & Air, Inc. (“H2”).
- The base price for maintenance of one system shall be \$50 per month for the contract term (\$600 for a one-year contract; \$3,000 for a five-year contract). Each additional covered system shall be an addition \$20 per month.
- This agreement covers an unlimited number of service calls per year. No service charge will be assessed, and technician time will also be free. Parts/supplies will be billed at cost, and H2 will pay for the first \$100.00 of parts.
- Upon entering into a one-year contract, the Customer is entitled to purchase one new heating or cooling system at cost plus a fifty-percent (50%) premium. Upon entering into a five-year contract, the Customer is entitled to purchase multiple heating or cooling systems at cost.
- “At cost” means the amount paid by H2 for the item, including any tax or additional charges.
- This agreement applies only to a single residence at the address listed hereon.
- Coverage under this agreement will commence (10) days after receipt of payment and will continue for a one-year or five-year term, as appropriate, subject to conditions upon renewal.
- The covered systems must be in good operating condition on the day coverage takes effect. This service plan does not cover pre-existing conditions.
- H2 reserves the right to make an on-site inspection of the Customer’s equipment before accepting the equipment for coverage.
- If the Customer selects the automatic payment option, H2 or its agent will deduct payment monthly for duration of the contract term.
- This agreement will be renewed for an additional term unless the Customer notifies H2 that they are declining future service.
- H2 will make every effort to respond to service requests in a timely manner as warranted by the situation, but cannot guarantee response within any certain timeframe.
- H2 reserves the right to terminate this agreement if it has reason to suspect abuse or misuse thereof.
- Either party may terminate this agreement upon written notice to the other. Such termination shall be effective as of the end of the month in which the notice is received. Upon such termination, neither H2 nor the Customer shall have any further obligation, except as provided herein.
- If the Customer exercises his/her option hereunder to purchase one or more systems at a discounted price, in the event of early termination of this agreement for any reason, H2 is entitled to the acceleration and payment in full of the remainder of the sums that would have accrued hereunder.
- Any disputes regarding this agreement shall, upon written request of either party, be submitted to mediation with a mutually agreed certified mediator within two weeks of such request, each side to pay half of the mediator’s fee and bear its own costs. Only upon the failure of the requested mediation may litigation be initiated/maintained. Either party is entitled to enforce this clause by appropriate legal action, and to reimbursement for all costs and fees necessary to do so. If mediation is unsuccessful and litigation ensues, the prevailing party shall be entitled to prompt and full reimbursement of its costs and fees. This provision shall survive the termination of this agreement.
- This agreement may not be modified unless in writing and signed by both H2 and the Customer.