

TEXAN MECHANICAL AC & HEATING

Preferred Customer Maintenance Agreement

Terms & Conditions

ACCEPTANCE OF TERMS AND AGREEMENT

By accepting this Maintenance Agreement electronically, including through Housecall Pro, Customer acknowledges that they have read, understand, and agree to be legally bound by all Terms and Conditions contained herein. Electronic acceptance shall have the same force and effect as an original handwritten signature.

MEMBERSHIP SERVICES

Membership includes the maintenance services specifically listed in the selected maintenance plan only. Membership is intended for preventative maintenance and inspection of existing HVAC equipment. This agreement is not a repair contract, warranty, insurance policy, or guarantee against future equipment failure.

EXCLUDED SERVICES

Maintenance plan pricing does not include:

- Recommended repairs or corrective repairs identified during maintenance visits
- Replacement of failed, worn, damaged, or defective parts
- Replacement of filters, UV bulbs, air cleaners, media filters, and other consumable items
- Refrigerant leak repairs, refrigerant additions, refrigerant recovery, or refrigerant replacement
- Ductwork repairs, modifications, sealing, balancing, or replacement
- Electrical repairs, wiring issues, breakers, disconnects, fuses, capacitors, contactors, relays, transformers, or electrical components unrelated to routine maintenance
- Thermostat repairs, replacements, programming, Wi-Fi connection issues, or communication issues
- Drain line repairs, replacement of drain piping, condensate pumps, drain pans, or modifications to existing drainage systems
- Repairs resulting from clogged drains, water leaks, overflow conditions, or property damage caused by HVAC-related water issues
- Coil replacement, heat exchanger replacement, compressor replacement, blower motor replacement, or other major component failures
- Equipment replacement, system upgrades, efficiency upgrades, or code compliance upgrades
- Repairs caused by improper installation, previous repairs, modifications by others, abuse, neglect, lack of maintenance, animals, pests, corrosion, water damage, power surges, lightning, weather events, or acts of God
- Indoor air quality testing, mold testing, remediation, or environmental services
- Service calls resulting from customer misuse, thermostat changes, shut-off switches, breakers, disconnected utilities, or conditions outside of Texan Mechanical AC & Heating's control
- Any additional labor, materials, parts, or services not specifically included in the selected maintenance plan

CUSTOMER RESPONSIBILITIES

Customer agrees to:

- Provide safe and unobstructed access to all HVAC equipment.
- Maintain utilities necessary to perform service.
- Secure pets before technician arrival.
- Notify Texan Mechanical of equipment replacement or ownership changes.
- Maintain a safe working environment free of hazards.

If service cannot be completed due to inaccessible equipment or unsafe conditions, the maintenance visit shall be considered completed or may be rescheduled at Texan Mechanical's discretion.

TUNE UPS

Membership includes one Cooling Tune-Up and one Heating Tune-Up annually.

Customers are responsible for scheduling maintenance appointments during the designated maintenance windows. Texan Mechanical will make reasonable attempts to contact Customer using phone calls, text messages, emails, or automated reminders. Failure to schedule maintenance does not relieve Customer of payment obligations under this agreement.

Unused maintenance visits have no cash value, cannot be carried forward into future membership years, and are not refundable.

ACTIVE TUNE-UP PERIODS

Cooling Tune-Ups: March 1st – June 30th

Heating Tune-Ups: October 1st – January 30th

Maintenance requested outside these periods is subject to scheduling availability and may incur a \$50 scheduling fee for existing members.

DRAIN LINES

Customer acknowledges that HVAC condensate drain systems, drain pans, condensate pumps, and associated piping are subject to clogs, algae growth, deterioration, improper installation, age-related failure, damage, and other conditions that may result in water overflow or property damage.

As part of the Preferred Customer Maintenance Agreement, Texan Mechanical AC & Heating will clear accessible condensate drain lines two (2) times per year during the scheduled Cooling and Heating Tune-Up visits. These services are preventative maintenance measures intended to help reduce the likelihood of drain-related issues but do not guarantee that future drain blockages, backups, or failures will not occur.

Any drain line clearing, flushing, repairs, modifications, or service requests outside of the two (2) scheduled maintenance visits included with the agreement will be billed separately at the applicable member service rate.

Texan Mechanical AC & Heating does not warrant or guarantee existing drain lines, drain pans, condensate pumps, piping, installation conditions, or the overall performance of any existing condensate drainage system. Texan Mechanical AC & Heating is not responsible for water damage, property damage, mold, flooring damage, ceiling damage, insulation damage, personal property damage, or any other loss resulting from:

- Existing drain line conditions
- Improper installation by others

- Deteriorated or damaged drain components
- Clogged or restricted drain lines
- Algae buildup or biological growth
- Lack of maintenance prior to service
- Drain line failures occurring after maintenance has been completed
- Condensate system failures outside of Texan Mechanical AC & Heating's control
- Equipment failures, power outages, weather events, or other circumstances beyond our control

Customer understands that maintaining a clear drain line does not eliminate the possibility of future drain backups or water damage. Customer is responsible for monitoring their HVAC system, including checking for signs of water leaks, unusual operation, or drainage issues, and notifying Texan Mechanical AC & Heating promptly if an issue is observed.

Customer is also responsible for maintaining any secondary drain systems, overflow protection devices, float switches, safety controls, and property protections required by code or recommended for their HVAC system.

In the event Texan Mechanical AC & Heating determines that water damage was directly caused by an error, omission, or improper action by a Texan Mechanical technician while performing authorized maintenance or service, Texan Mechanical AC & Heating will make reasonable arrangements to address the necessary repairs resulting from that specific incident. Texan Mechanical AC & Heating's responsibility shall be limited to damages directly caused by our technician's documented actions and shall not extend to pre-existing conditions, unrelated failures, consequential damages, loss of use, personal property loss, mold remediation, or damages beyond the direct repair associated with the technician's error.

Customer agrees that prompt reporting of any suspected water issue is required in order to allow Texan Mechanical AC & Heating the opportunity to inspect and address the concern. Failure to notify Texan Mechanical AC & Heating promptly may increase damages and may limit the ability to determine the cause of the issue.

WARRANTY

Routine maintenance does not create any additional warranty by Texan Mechanical AC & Heating. Except where expressly stated in writing, all services are provided without additional warranties beyond those required by applicable law.

Routine maintenance is essential to maintaining many manufacturer warranties, including extended and registered warranties. Most manufacturers require documented proof of routine maintenance to process warranty claims.

Texan Mechanical AC & Heating will maintain records of maintenance services performed by our company while this Maintenance Agreement remains active. It is the Customer's responsibility to retain copies of all maintenance records and to ensure that all manufacturer maintenance requirements are met, including maintenance performed by other service providers, if applicable. Texan Mechanical AC & Heating is not responsible for the denial of any manufacturer or extended warranty claim due to missed maintenance, incomplete maintenance records, maintenance performed by others, lack of required documentation, or any reason beyond our control.

LIMITATION OF LIABILITY

Texan Mechanical AC & Heating shall not be liable for incidental, consequential, indirect, special, or punitive damages, including but not limited to loss of use, loss of income, water damage, mold, property damage, equipment failure, spoilage, or other damages arising from equipment age, normal wear, manufacturer defects, existing conditions, power outages, acts of God, or circumstances beyond our reasonable control.

Routine maintenance reduces the likelihood of equipment failure but cannot prevent all mechanical failures.

MEMBER DISCOUNTS

All member discounts apply only while the maintenance agreement remains active and in good standing.

If the agreement is canceled or terminated for any reason, all discounts previously received under the agreement may be reversed and the Customer agrees to pay the difference between member pricing and standard retail pricing for services performed during the current agreement term.

ANNUAL PURCHASE CREDIT

Annual Purchase Credits accumulate for each consecutive year the maintenance agreement remains active and in good standing. Credits have no cash value, are non-transferable, and may only be applied toward the purchase and installation of a complete HVAC system by Texan Mechanical AC & Heating.

Credits expire immediately upon cancellation, non-renewal, or default of the maintenance agreement.

EMERGENCY SERVICE CALLS

Texan Mechanical AC & Heating does not provide 24/7 emergency service. Emergency service availability is limited to Texan Mechanical AC & Heating's normal operating hours, after-hours availability, and technician scheduling capacity.

While Texan Mechanical AC & Heating will make reasonable efforts to respond to emergency service requests as quickly as possible, response times are not guaranteed and are dependent upon technician availability, workload, weather conditions, and the severity of the service request.

Discounted emergency service call rates apply after 4:00 PM Monday through Friday and on Saturdays and Sundays.

Holiday emergency rates apply on the following holidays and are not eligible for member discounts:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

AUTOMATIC RENEWAL

Unless canceled in accordance with these Terms and Conditions, this agreement shall automatically renew for successive twelve (12) month terms. Customer authorizes Texan Mechanical AC & Heating to continue recurring automatic payments using the payment method on file until proper cancellation is received.

PROMOTIONAL MAINTENANCE PLANS

Promotional Maintenance Plans are offered at special introductory pricing and are valid for one (1) year from the effective date of the Agreement. Promotional plans are limited to one promotional term per customer and/or service address and are not eligible for renewal at promotional pricing. Upon expiration of the promotional term, the Customer may elect to continue membership by enrolling in Texan Mechanical AC & Heating's standard Maintenance Agreement at the then-current pricing and terms.

As a courtesy, Texan Mechanical AC & Heating will make reasonable efforts to notify the Customer of the upcoming expiration of the promotional plan approximately ninety (90) days, sixty (60) days, and thirty (30) days prior to the renewal date by email, text message, phone call, or other contact method on file.

Failure of the Customer to receive or respond to these notifications does not extend the promotional term or entitle the Customer to promotional pricing beyond the initial one-year period.

PAYMENT AUTHORIZATION

Customer authorizes Texan Mechanical AC & Heating to charge the payment method on file for recurring membership payments, outstanding balances, applicable fees, declined payment fees, early termination fees, and any unpaid charges authorized under this agreement.

INSUFFICIENT FUNDS

Returned payments or declined automatic drafts not resolved within seven (7) days are subject to a \$50.00 administrative fee.

DELINQUENT PAYMENTS

If membership payments become more than thirty (30) days delinquent:

- Membership benefits immediately cease.
- Membership may be canceled by Texan Mechanical.
- All maintenance services, discounts, repairs, and inspections previously provided during the agreement term may be billed at standard retail pricing.
- Any remaining agreement balance becomes immediately due and payable.

Customer agrees to pay all reasonable collection costs, attorney's fees, court costs, filing fees, and any other expenses incurred in collecting unpaid balances where permitted by law.

Texan Mechanical reserves all rights available under Texas law to pursue collection of unpaid balances.

CANCELLATION

This agreement is a twelve (12) month contractual commitment with automatic renewal and may not be canceled for convenience during the initial term.

To prevent automatic renewal, the Customer must submit a written notice of cancellation to Texan Mechanical AC & Heating no less than thirty (30) days prior to the Agreement's renewal date. Cancellation requests submitted less than thirty (30) days before the renewal date may result in the Agreement automatically renewing for an additional twelve (12) month term.

Written cancellation requests may be submitted by email, mail, or delivered to Texan Mechanical AC & Heating's office. Verbal cancellation requests, including those made by telephone or to a service technician, will not be accepted.

If Customer elects to terminate this Agreement before the expiration of the twelve (12) month term, Customer agrees to pay a \$150.00 Early Termination Fee.

Upon receipt of the Early Termination Fee, all future automatic drafts will cease, the Maintenance Agreement will be terminated, and all membership benefits, discounts, Annual Purchase Credits, services, and privileges provided by Texan Mechanical AC & Heating shall immediately end. Texan Mechanical reserves the right to cancel this agreement for non-payment, abusive behavior, unsafe conditions, refusal of recommended safety repairs, fraudulent activity, or any circumstance preventing safe performance of services.

SALE OF PROPERTY

The sale of the serviced property does not automatically terminate this Maintenance Agreement or release the Customer from the obligations of this Agreement.

If the Customer sells the property before the expiration of the Agreement, the Customer may choose one of the following options:

1. **Transfer the Agreement to a New Property:** The Agreement may be transferred to the Customer's new residence within Texan Mechanical AC & Heating's service area, subject to inspection of the HVAC equipment and approval by Texan Mechanical AC & Heating. Additional fees may apply if the new property has different equipment or system requirements.
2. **Transfer the Agreement to the New Property Owner:** The remaining term of the Agreement may be transferred to the purchaser of the property. The new property owner must contact Texan Mechanical AC & Heating within thirty (30) days of the property closing date to complete the transfer, provide updated contact and payment information, and agree to all remaining Terms and Conditions of the Agreement. Membership benefits will continue only after the transfer has been approved and completed by Texan Mechanical AC & Heating.

If neither transfer option is completed, the Agreement shall be considered an early termination by the Customer. The Customer shall remain responsible for all remaining membership installments and the \$150.00 Early Termination Fee before the Agreement will be canceled. Membership benefits will terminate only after all outstanding amounts have been paid in full.

RIGHT TO MODIFY PROGRAM

Texan Mechanical AC & Heating reserves the right to modify membership pricing, benefits, scheduling procedures, and Terms and Conditions upon renewal of the agreement. Existing members will receive notice prior to renewal.

GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas. Any legal action arising under this agreement shall be brought in the county where Texan Mechanical AC & Heating maintains its principal place of business or where the serviced property is located, as permitted by applicable law.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between Texan Mechanical AC & Heating and Customer regarding the maintenance membership and supersede all prior verbal or written representations unless otherwise agreed in writing.