

# “The Cool Club” Service Agreement CONTRACT

<b>Residential</b>	<b>Commercial</b>
(5-Ton or less)	(5-Ton or less)
<b>\$177.00 annually</b>	<b>\$295 annually</b>
2 <sup>nd</sup> Unit Discount 5% off	2 <sup>nd</sup> Unit Discount 5% off
3 <sup>rd</sup> Unit Discount 7% off	3 <sup>rd</sup> Unit Discount 7% off
4 <sup>th</sup> Unit Discount 9% off	4 <sup>th</sup> Unit Discount 9% off
5 <sup>th</sup> Unit Discount 15% off	5 <sup>th</sup> Unit Discount 15% off

**Mini-Split Systems: \$177 annually (1 condenser/1 head). Additional indoor heads are \$25 each (annually). Additional systems are offered at the 2<sup>nd</sup> unit discount.**

## Terms & Conditions:

The following are the terms and conditions for “The Cool Club” Service Agreement. Please read them carefully before signing this agreement. By signing “The Cool Club” Service Agreement, each party agrees to be bound by these Terms and Conditions.

1. Under this Agreement, we will perform 2 Maintenance checks per year. One in the Fall, and one in the Spring. These will be scheduled during normal business hours: Monday through Friday between 8:00 AM and 4:00 PM.
2. It is the responsibility of the homeowner to notify the company of desired dates for maintenance; we recommend scheduling at least four weeks to six weeks in advance.
3. You can schedule service by calling us, texting us (575-885-4334), or by completing a “Service Request” form on our website.
4. We do ask, if you need to cancel or reschedule your maintenance check, to please give us at least a 24-hr notice.
5. During prolonged extreme weather conditions – heat and cold spells – maintenance checks may be rescheduled to accommodate Agreement members without heat or air conditioning.
6. Under the conditions of this Agreement, you, as homeowner of the covered location, agree to:
  - A. Operate your HVAC equipment according to the manufacturers, and our technicians’ recommendations.

B. Promptly notify us of any unusual operating conditions of the equipment.

C. Permit only our service personnel to perform maintenance or repairs on the equipment during your membership with “The Cool Club”.

7. The base price of this Agreement is renewable annually.
8. The commitment period for “The Cool Club” Service Agreement service is 12 months, and will renew for a period of the same commitment length unless the customer notifies Carlsbad Heating & Cooling in writing (mail, text, or email) within 30 days of agreements annual expiration date.
9. By subscribing to “The Cool Club” Service Agreement, you authorize Carlsbad Heating & Cooling to bill you through your credit card company in accordance with this Agreement. You confirm you are the owner of the credit card or have permission of the owner to incur these charges.
10. The effective date of this Agreement is the date of receipt of payment.
11. This Agreement is non-refundable, in whole or in part.
12. There will be no refunds or credits for partial service. No exceptions will be made.
13. If you cancel the service before the end of your contract term, no additional discount, benefits or other Agreement features will be valid.
14. The ownership of this Agreement is location-specific and transferable to a new owner within sixty (60) days of the change.
15. You agree to social media “shout-outs” for being a “Cool Club” member.

## **Agreement Services and Benefits Defined**

### **1. Priority Service**

As a service Agreement member, you will always receive priority for repairs over non-members, generally resulting in same day/next day, or third day service. During high-volume periods, please help us take care of you by allowing us to schedule your repairs according to need: repairs for safety issues, repairs for medical needs, especially during extremely high or low

temperatures, and repairs for no heat or no cooling will take priority. The Cool Club members receive priority service call appointments up to 8:00 p.m. during normal working days (no holiday), and Saturday call-outs at no overtime charge (No Technicians are available on Sundays).

## 2. Discounted repairs

Repair services performed while this Agreement is active are provided at a discounted rate of 15% off our standard repair charges.

## 3. Transferable

If your home is sold during the commitment term, this Agreement may be transferred to the new homeowner upon written request to Carlsbad Heating & Cooling within sixty (60) days of the sale of the home. Requests made after sixty (60) days are subject to verification of equipment covered by one of our technicians, and any changes in plan costs or services included will be reflected on the new Agreement.

## 4. Filters

Your Cool Club membership includes (2) 1" pleated filters (1-Spring, 1-Fall). You may purchase additional filters through Carlsbad Heating & Cooling at your discount of 15% off.

## **Exclusions & Disclaimers**

The services to be performed under this Agreement are not a guarantee against obsolescence, normal wear, or malfunctioning due to misuse or negligence nor shall inspections be construed as an approval or guarantee of the condition of equipment.

1. Carlsbad Heating & Cooling has the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Service, at any time, by posting modified Terms and Conditions of the Agreement to the Carlsbad Heating & Cooling website located at [www.carlsbadac.com](http://www.carlsbadac.com). You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of Carlsbad

Heating & Cooling, or (ii) you continue to use the Service after Carlsbad Heating & Cooling has posted updates to the Agreement or to any policy governing the Service.

I have read and agree to the above Terms and Conditions, Agreement Services and Benefits, and Exclusions and Disclaimers.

**Cool Club Member:**

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address for Service Agreement: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

**Carlsbad Heating & Cooling Representative:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Thank you for allowing Carlsbad Heating & Cooling to service your HVAC needs! We appreciate you! Welcome to “THE COOL CLUB”!!!**

Service Agreement # \_\_\_\_\_ Effective Date: \_\_\_\_\_

Transfer Date: _____	Approval: _____
Cancellation Date: _____	Approval: _____