

## TERMS AND CONDITIONS

The following are the terms and conditions for the use of the Crown Temperature Heating & Cooling, LLC. ("Crown Temp") Maintenance Program Agreement (collectively, the "Agreement"). By signing the Crown Temp Agreement each party agrees to be bound by these Terms and Conditions, including signed proposals, all payment terms, policies, practices, rules, standards and guidelines provided to Customer in writing (and/or available at <http://crowntemp.com>) related to Services.

1. The Agreement covers 2 scheduled seasonal (1 spring and 1 fall) routine tune-ups/cleanings on the qualifying units, an allowance of up to 5 free total service calls (diagnosis of issue and quote for repair, valued at \$109.95 each) during the Agreement period, along with a 10% discount on parts (if applicable) purchased through Crown Temp for the same covered units. Unit replacements are also eligible for a 10% discounted price.
2. The standard Agreement is \$300 per year or \$30 per month. Additional units may be added to the yearly Agreement at a cost of \$129.96 per unit OR \$10.83 per additional unit per month (with yearly agreement). The same Terms and Conditions apply to each additional covered unit as they apply to the original covered units with the exclusion of the service call allowance.
3. The effectiveness of the Agreement begins only after successful inspection of the covered equipment and systems by a Crown Temp technician. All equipment must be brought up to Crown Temp's standard before it is accepted for a service plan. Advance payment does not make a plan become effective. Crown Temp will indicate its acceptance of a service by issuance of an invoice.
4. Both the initial setup of the Agreement and the scheduling of all service appointments can be done by calling Crown Temp at (815) 600-8606 during normal business hours.
5. The commitment period for the Agreement is 12 months, and will self-renew for a period of the same commitment length unless the customer notifies Crown Temp via email ([crowntempllc@gmail.com](mailto:crowntempllc@gmail.com)) of cancellation no less than 30 days prior to the end of the commitment period.
6. Crown Temp will endeavor to render prompt and efficient service but reserves the right to make all calls during regular working hours (Monday through Friday 8 AM to 5PM), with the exception of "no heat" calls. "No cooling" calls will be made during regular working hours i.e. excluding nights, weekends, or observed holidays.
7. Crown Temp will endeavor to render prompt and efficient service, but it is expressly agreed that Crown Temp shall in no event be liable for damage or loss caused by delay or any loss arising out of the performance of this plan.
8. 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.
9. By subscribing to Crown Temp Agreement, you authorize Crown Temp 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. Recurring charges will be made on the 1st of each month for customers with a monthly agreement.
10. A monthly invoice will be issued for customer records upon request.

11. The effective date of this Agreement is the date of receipt of payment for customers paying their yearly membership in full. The first installment of customers paying monthly is also due at this time.
12. This Agreement is non-refundable, in whole or in part.
13. The ownership of this Agreement is location-specific and transferable to a new owner within thirty (30) days of the change.
14. No service will be rendered under this Agreement if the customer has a past-due account with Crown Temp.
15. The obligation to furnish replacement parts is subject to availability through normal supply sources.
16. The rates for and in this Agreement may be adjusted annually to reflect current costs and warranty.
17. The homeowner agrees to operate covered equipment according to the manufacturer's and our technician's recommendations.
18. The homeowner will promptly notify us of any unusual operating conditions of the equipment.
19. The homeowner will permit only our service personnel to perform maintenance or repairs on the equipment.
20. Crown Temp takes your privacy seriously, including the security of your payment information. Your information will be used solely for internal purposes and will not be shared with anyone.

## **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 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.

### **2. Furnace Tune-Up/Cleaning**

Check: Overall condition includes cleanliness, wiring, blower motor, flame rectification, safety limit operation, motor amps, and list of recommendations (if needed). Depending on model/type of furnace, may include additional checks, i.e. venting, condensate drain, etc.

- Check and adjust air flow and fan control for accurate temperature rise.
- Check heat exchanger.
- Check high limit and other safety controls.
- Check for flue obstruction (when necessary).
- Lubricate moving parts (when necessary).
- Clean and check blower assembly.
- Tighten all electrical connections.
- Check belts for cracks and wear.
- Check manifold gas pressure and combustion air openings (if necessary).

- Clean and adjust burners and pilot, as necessary.
- Check gas line for leaks from furnace shut-off valve to the burners.
- Follow manufacturer's annual service guidelines.

### 3. A/C Tune-Up/Cleaning

Check Overall condition includes cleanliness, wiring, blower motor and fan operations, and safety limit operation.

- Check evaporator coil and air flow.
- Check all accessible refrigerant lines for leaks, kinks, crushed sections, or restrictions.
- Check condenser coil for dirt/debris or damage.
- Check condenser fan motor, tighten connections, check fan rotation, check lubrication.
- Check system for proper refrigerant charge level, superheat and sub-cool diagnostic.
- Top off refrigerant up to 0.5 lbs.(8 oz).
- Follow manufacturer's annual service guidelines.

### 4. Up To 5 Free Total Service Calls Per Yearly Agreement

Service Call Defined: an allowance of up to 5 free total service calls (diagnosis of issue and quote for repair of covered unit, valued at \$109.95 each) during the Agreement period.

### 5. Discounted Parts

All parts purchased through Crown Temp (for covered units) while this Agreement is active are provided at a discounted rate of 10% off our standard parts charges.

### 6. Discounted Replacement

Replacement services (for covered units) provided while this Agreement is active are provided at a discounted rate of 10% off our standard replacement charges.

## **EXCLUSIONS AND DISCLAIMERS**

Crown Temp cannot cover or be held liable for the following under this or any of our Agreements:

1. Acts of Nature
2. Work performed or materials provided by individuals or companies other than Crown Temp. Such instances will be cause to terminate the company's obligation under this Agreement.
3. Repairs to products beyond their useful life, for cosmetic purposes, or to parts no longer available.

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.

Crown Temp will repair and maintain equipment covered by this Agreement. However, this is not an insurance policy. Crown Temp is not an insurer and will not be held liable for any and all special or consequential property damages due to or related to equipment or failure of same, including water damage due to leaks from condensate lines, indoor coils, or water lines. Furthermore, Crown Temp, will not be held liable for a home not continuously occupied or damages that occur during an extended

period of time in which a home is vacant. Upon acceptance of this Agreement, the Customer warrants that all work areas are free of hazards (asbestos, insects, poison ivy, chemicals, mold, etc. ...) and to clear or have cleared the property of any hazards or debris that would impede or prohibit an expeditious, professional installation or repair. In the event that a hazard is discovered during the course of work, all work shall cease until the Customer has taken proper abatement of the hazard at the Customer's expense. Work will be performed unless postponed by strikes, accidents, extreme weather conditions or other delays uncontrollable by the Company.

Any disputes arising under this Agreement will be governed by the laws of the State of Illinois. The Customer agrees to pay reasonable attorneys' fees as part of any judgment against him/her arising from the enforcement of this Agreement or the invoice:

1. If any statement or clause of this Agreement is held unenforceable, it shall not negate any other clause or statement contained herein.
2. In the event that a covered part fails and Crown Temp determines that the part or equipment has surpassed its average life expectancy or service life and the repair cost is in excess of \$150, Customer has the following options, one of which must be accepted:
  - (a) Accept the recommended repair and pay the cost in excess of \$150. At this time, the repaired equipment is no longer covered by the Premium Agreement and pricing will adjust (if applicable) at the time of the next bill. Future repairs to this equipment will be billable at normal rates, less 10%.
  - (b) Have Crown Temp replace the entire piece of equipment or system and apply the \$150 credit to the cost of replacement. The credit may not be combined with any other discounts.
  - (c) Crown Temp and its agents are not qualified mold, mildew, or fungus inspectors. Under this Agreement, Crown Temp and its agents expressly disclaim any duty to inspect or identify or report the presence or growth of any mold, mildew, fungus, or any combination thereof, on or around any equipment covered by this Agreement.
3. Crown Temp and its agents will be held harmless for any damages, including special damages and consequential damages, caused by the presence or growth of mold, mildew, fungi, or any combination thereof that is due to or related to equipment or failure of equipment covered by this Agreement.
4. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, terrorism, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party. This Agreement constitutes the entire agreement between the parties regarding the use of the Services and the Agreement, and supersedes all prior or contemporaneous agreements, conditions, and understandings, whether oral or written, with respect to the Agreement and the Services. If any provision (or part thereof) of this Agreement is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration, to be invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in

accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms.

5. You agree to indemnify, hold harmless and defend Crown Temp, at your expense, against any and all third party claims, actions, proceedings, and suits brought against Crown Temp or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by Crown Temp or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of any term or condition of this Agreement, (ii) your use of the Service, or (iii) your unauthorized use of the Crown Temp Services. In such a case, Crown Temp will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. Crown Temp reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
6. Crown Temp 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 Crown Temp website located at <http://crowntemp.com> or such other URL as Crown Temp may provide. 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 Crown Temp or (ii) you continue to use the Service after Crown Temp has posted updates to the Agreement or to any policy governing the Service.
7. Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information, except as expressly permitted under this Agreement, and shall not disclose such Confidential Information to any third party without such other Party's prior written consent. Each Party shall take reasonable measures to prevent the disclosure and authorized use of Confidential Information of the other Party. The term "Confidential Information" shall mean any information disclosed by one Party to the other Party in connection with this Agreement which is disclosed in writing or orally and is identified as "Confidential" or which a Party should reasonably believe is treated as confidential by such other Party, and any other information disclosed by Crown Temp that relates to the Agreement. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) was developed independently by the receiving Party without any use of the Confidential Information of the other Party or by employees of the receiving Party who have no knowledge of such Confidential Information; (ii) becomes known to the receiving Party, without restriction, from a third party without breach of this Agreement or any other obligation of confidentiality; (iii) was in the public domain at the time it was disclosed or enters the public domain through no act or omission of the receiving Party; (iv) was rightfully known to the receiving Party as demonstrated by prior written records at the time of disclosure; or (v) is disclosed by agreement of the Parties or pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide prompt notice thereof to the other Party and shall use commercially reasonable efforts to obtain a protective order or otherwise prevent public disclosure of such information.

