

RESIDENTIAL HVAC MEMBERSHIP AGREEMENT

This Residential HVAC Membership Agreement (the “Agreement”) is made and entered into as of the date of the last signature below (the “Effective Date”) and by and between Orange Air (the “Company”) and the individual or entity identified as the owner of the residential property (the “Property Owner”) located at ____ (ADDRESS) ____ (the “Property”). Company and Property Owner shall be individually referred to as “Party” and collectively referred to as “Parties” within this Agreement.

- A. WHEREAS, Property Owner desires to engage Company to provide HVAC maintenance and repair services;
- B. WHEREAS, Company has the experience, expertise, and resources necessary to provide such assistance in a timely and professional manner; and
- C. WHEREAS, the Parties wish to enter into this Agreement to set forth their respective rights and obligations with respect to the provision of assistance relating to HVAC maintenance and repair.

NOW THEREFORE, in consideration of the recitals, promises, covenants, warranties, representations, and provisions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the recitals above are true and correct and incorporated herein by reference, and further agree as follows:

I. MAINTENANCE AND SERVICE OBLIGATION OF COMPANY.

Company agrees to repair, service, and maintain the heating and/or air conditioning equipment of the Property. The Property Owner will also receive a Three Thousand Dollar and No Cent (\$3,000.00) Repair and Service Allowance per service call at the Property. Additionally, the Property Owner will receive a thirty percent (30%) discount on new equipment installation, additional accessories, and repairs for theft, vandalism, or damage. The Property Owner is subject to Quarterly Filter Service as an Add-On (detailed in Section III) and One (1) Courtesy Preventative Maintenance by request (detailed in Section IV).

In the event of an issue with the HVAC system, the Company agrees to schedule a service call within twenty four (24) hours following request by Property Owner or Property Management Company. The Company shall not be held responsible for delays caused by factors outside its control, including but not limited to lack of access to the Property at the time of service.

II. INITIAL SIGN-UP.

Upon notification that the Property is interested in membership services, a Company technician will perform a comprehensive inspection of the HVAC system at no charge. During this inspection, the technician will collect detailed information about the system, including but not limited to:

- System size
- BTU capacity
- Heating type
- Location of unit
- Refrigerant type
- Model and serial number
- System age and condition
- Air filter count and sizes
- Cooling and heating operability

After collecting the necessary data, the Company will provide the Property Owner with a detailed estimate for membership within a reasonable time frame. This estimate will include the monthly or annual membership cost and, if requested, the additional cost for the air filter service add-on.

Once the estimate is approved by the Property Owner, an invoice will be issued for payment, accompanied by the Agreement for signature.

III. REPAIR AND SERVICE ALLOWANCE.

The Property Owner is subject to a Three Thousand Dollar and No Cent (\$3,000.00) Repair and Service Allowance (the “Allowance”) per service call at the Property.

Items included:

- Preventative repairs
- Parts, materials, and services for operability issues
- Code restoration

- Refrigerant leak detection procedures
- Cost of refrigerant

If the cost of any repair or service exceeds the Allowance, the Company will notify the Property Owner or Property Management Company and provide a detailed repair estimate within a reasonable timeframe. The Property Owner agrees to pay remaining balance if estimate is approved.

IV. MEMBERSHIP DISCOUNT.

The Property Owner is subject to a Thirty Percent (30%) discount (the “Membership Discount”) that covers new equipment, additional accessories, and repairs for theft, vandalism, or damage.

Membership Discounts are applied to the total invoice which include parts, labor, service, and materials.

V. OPTIONAL QUARTERLY FILTER SERVICE ADD-ON.

The Company agrees to provide quarterly air filter services for the Property under the following terms:

1. **Filter Purchase Requirement:** This service is available exclusively when air filters are purchased through The Company. Filters provided will be contractor-grade with a MERV rating of 8 to 11, subject to availability.
2. **Delivery and Installation Options:**
 - Filters may be delivered in one of two ways:
 - **All at Once:** Filters for the year will be delivered in a single shipment within five (5) business days of the start of the service period.
 - **Quarterly Delivery:** Deliveries will begin within five (5) business days of the start of the service. Filters will be delivered every three (3) months during the quarterly service period and are not subject to scheduled appointments.
3. **Access to the Property:**
 - If the Company has access to the interior of the home at the time of delivery, the filters may be hand-delivered to the occupant or installed directly by the

Company's representative, as determined by the occupant at the time of service.

- If no one is present, the filters will be left at the front door of the Property.
4. **Additional Charges:** Filters with MERV ratings exceeding 11 or dimensions greater than 1 inch in width may incur additional charges. These charges will be disclosed to the Property Owner in advance.

VI. OPTIONAL COURTESY PREVENTATIVE MAINTENANCE.

The Company agrees to perform one (1) courtesy preventative maintenance of the HVAC system annually for the Property upon request under the following terms:

1. **Scope of Service:** The maintenance will include a thorough inspection and cleaning of both the heating and cooling systems. The methods and procedures utilized during the tune-up shall be determined solely at the Company's discretion, based on industry standards and best practices.
2. **Scheduling:** The maintenance service will be scheduled in coordination with the Property Owner, Property Management Company, or tenant of the Property. The Company will make reasonable efforts to accommodate scheduling preferences. While maintenance is not mandatory, it is included as a courtesy of membership and is highly recommended to ensure optimal system performance and longevity.
3. **Preventative Repairs:**
 - **Onsite Repairs:** The Company will make necessary repairs onsite if time, resources, and part availability permit.
 - **Subsequent Repairs:** If unable to repair onsite, the Company will schedule a necessary follow-up appointment to complete the repairs at a mutually agreed-upon date and time.
4. **Completion Report:** Upon completion of the maintenance service, the Property Owner or Property Management Company will receive a detailed report outlining the work performed. This report will include information on any preventative repairs or services completed to ensure the system's continued functionality and efficiency.

VII. OPERABILITY ISSUES.

In the event of an operability issue with the heating and/or air conditioning system, the Company agrees to:

1. **Inspection Timeline:** Inspect the system and diagnose the issue within twenty-four (24) hours of receiving notice from the Property Owner or Property Management, unless otherwise mutually agreed upon by the Parties.
 2. **Repairs:** Complete the necessary repairs within a reasonable time frame, subject to the availability of parts. The Company will provide an estimated timeline for repair completion if delays are anticipated.
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VIII. ACCESS TO PROPERTY.

The Property Owner or occupant shall provide access to the Property as necessary for the Company to perform any and all service. The Company shall not be held responsible for any delays or inability to perform their services due to lack of access.

IX. REPAIR COSTS AND LABOR.

Labor and service fees are waived for all repairs except for new equipment and additional accessories.

X. NEW EQUIPMENT INSTALLATION.

The Company agrees to provide a Membership Discount on the total cost of new equipment installation including service and labor. New equipment is classified as, but is not limited to: air handlers, furnaces, air conditioners, heat pumps, indoor and outdoor coils. Active members can use this discount at any time during membership.

XI. ADDITIONAL ACCESSORIES.

The Company agrees to provide a Membership Discount on the total cost of additional accessories, including service and labor. Eligible accessories include, but are not limited

to: UV lights, ductwork, drain pans, heat strips, surge protectors, wi-fi thermostats, indoor air quality products, registers, air grills, and compressor blankets.

XII. PARTS AND MATERIALS.

1. **Part Selection:** Due to availability, the Company reserves the right to use either universal or OEM (Original Equipment Manufacturer) parts at its discretion. The selection of parts, materials, refrigerant and thermostats for repairs and installations shall be made according to the Company's preferences.
 2. **Thermostats:** Selection of thermostats for repairs or installations will be made according to the Company's preferences and professional judgment. If the Property Owner wishes to have a specific thermostat (i.e. Wi-Fi Thermostat), the Company will provide said thermostat and will apply the Membership Discount to total ticket. (Specific thermostats will be treated as an "Additional Accessory" defined in Section XI of Agreement.)
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XIII. REFRIGERANT.

1. **Refrigerant Charging:** The Company will charge the HVAC system with the appropriate type and quantity of refrigerant during scheduled maintenance or in response to a service request addressing an operability issue.
2. **Leak Detection and Repair:**
 - At the first indication of low refrigerant, the Company will perform a leak search to identify the source of the issue.
 - Pursuant to EPA regulations, if the HVAC system is determined to be operating with less than ten percent (10%) of its refrigerant charge, the leak must be located and repaired.
 - The method for leak detection, including but not limited to isolation leak testing, the installation of a leak detection dye pack, or leak detection shall be determined solely by the Company.
 - If a leak is found in a coil and the coil is deemed irreparable, the Company will provide the Property Owner with an estimate for coil replacement.
 - If a leak is located within the structure of the Property (e.g., inside a wall), the Property Owner must provide access to the area for repairs. The Company

shall not be responsible for repairing drywall, framing, or any structural components affected during this process.

3. **Termination of Agreement:** If a leak is found in a coil and the Property Owner chooses not to proceed with the recommended coil replacement, the Agreement shall be terminated. The Company shall not be held liable for performing more than one refrigerant recharge per calendar year under this Agreement.

XIV. SYSTEM EFFICIENCY.

If the HVAC system appears to have lost efficiency, defined as the system functioning mechanically but being unable to maintain a temperature of 78 degrees within the home during peak outdoor temperatures, the Company will provide the Property Owner with an estimate for new equipment.

Should the Property Owner choose not to proceed with the recommended new equipment, the Company reserves the right to terminate the Agreement.

XV. ROOMS WITH UNEVEN TEMPERATURES.

If Property Owner or Tenant(s) report uneven temperatures in certain rooms of the Property and the HVAC system is verified to be functioning mechanically and providing proper airflow and temperatures to the affected areas, the Company is not obligated to perform repairs or modifications under this Agreement.

In such cases:

1. **Assessment and Reporting:** The Company will provide the Property Owner with a written report detailing the findings of the assessment and, if applicable, an estimate outlining further options to address the uneven temperatures in the home.
2. **Limitations of Liability:** The Company shall not be held responsible for issues related to the home's insulation, windows, or other factors outside the functionality of the HVAC system that may contribute to temperature imbalances.

XVI. LIMITATIONS ON WATER-RELATED COMPONENTS.

The Company will maintain HVAC systems utilizing water-source heating and cooling; however, it is not licensed or obligated to perform work on the plumbing components that

provide the heat source or cooling source. This includes, but is not limited to, water valves, check valves, water lines, and water heaters. Any repairs or maintenance involving these plumbing components must be performed by a licensed plumbing contractor.

XVII. THEFT, VANDALISM, OR DAMAGE.

The Company shall not be held liable for any repairs or damages resulting from theft or vandalism. In the event such an issue occurs, The Company will offer a Membership Discount on the total cost of repairs, installation, or services necessary to address the damage.

XVIII. REPAIRS AND SERVICES TIMELINE.

Repairs and services will be performed within a reasonable time frame, subject to parts availability and payment in full of any quoted repair estimate beyond the Repair and Service Allowance.

XIX. AGREEMENT LIMITATIONS.

It is understood and agreed by all parties that the Agreement does not encompass any evaporator cooler, window, portable, and/or mini-split heating and/or air conditioning systems.

XX. MAINTENANCE AND REPAIR REQUESTS.

The Property Owner or Property Management Company is solely responsible for submitting service requests related to preventative maintenance scheduling or for operability issues with the heating and/or air conditioning system.

All service requests must be submitted via one of the following methods:

- By calling or texting the Company at (702) 604-8092.
 - By scheduling online through the Company's website at www.VegasAC.com.
 - Property Management Companies may submit work orders through their respective vendor portals.
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XXI. OBLIGATION OF PROPERTY OWNER.

The Property Owner or Property Management Company is required to pay to The Company the sum of Thirty-Three Dollars and No Cents (\$33.00) per month, or the sum of Three Hundred and Ninety-Six Dollars and No Cents (\$396.00) per year during the term of this Agreement for every HVAC system at the Property. The initial payment shall be made at the execution of the Agreement.

- Monthly payments will be auto drafted every month by card on file.
- Annual payments will receive an invoice to pay upon receipt or can be auto drafted every year by card on file.
 - For single annual payments, a payment reminder will be sent on the 11th (eleventh) month for renewal. Failure to pay by the 12th (twelfth) month will result in termination of the Agreement.
- Property Management Companies are subject Net 30 payment terms.

Services under this Agreement will not commence until the Company has received the initial, full payment as specified in the terms of this Agreement.

Each and every payment shall be applied to the oldest invoice first. Failure to pay the invoice within 5 business days will result in termination of the Agreement. A renewal start-up fee of \$150 per Property will be applied to reinstate the Agreement.

XXII. TERM OF CONTRACT.

The Agreement shall remain effective as long as payments are received timely.

- For monthly paying Property Owners, the Agreement will remain active as long as automatic payments are processed within 5 business days of each due date. Monthly paying Property Owners will receive monthly invoices, and they must have a card on file.
- For annually paying Property Owners, the Agreement will remain active as long as the renewal invoice is paid on or before the 12th month following execution of agreement. Annual payment has option for automatic renewal. This option must have card on file.

To terminate the Agreement, the Property Owner or Property Management Company must provide a notice of termination. This notice can be submitted via email, text message, phone call, or a written letter delivered to the Company's office.

Both parties reserve the right to terminate the Agreement for any reason at any time. Refunds will not be made if Agreement is terminated prior to annual renewal.

XXIII. RIGHT TO INSPECT.

The Company is entitled to conduct an inspection of the Property. In the event the inspection reveals conditions that are unsatisfactory to the Company, the Company may, at its sole and absolute discretion, notify Property Owner via email, telephonically, in person, and/or via correspondence of its intent to cancel or reject an Agreement. In the event of said cancellation, the initial payment shall be returned and there shall be no further obligation owed by either Party.

XXIV. WARRANTY.

Service work performed by the Company is under warranty for a period of thirty (30) days on labor and two (2) years on parts, provided that the malfunction is reported to the Company during the term of this Agreement.

If agreement is terminated for any reason, any warranties set forth by the Company are void.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXCLUDED BY COMPANY UNDER THIS AGREEMENT. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

XXV. COMPANY'S RIGHT TO REFUSE.

The Company reserves the right to refuse to repair air conditioning and/or heating components hereunder based upon system access limitations or obsolete parts.

The Company reserves the right to decline membership for any Property due to issues such as improper system sizing, code violations, limited or unsafe access to the system, safety concerns, incompatible system or refrigerant type, or the condition of the system.

If the Company refuses to perform any of the work, Property Owner shall be permitted to immediately cancel this Agreement and shall not be responsible for any remaining payments. Property Owner will not, however, be entitled to any refund and must pay any and all past due amounts.

XXVI. STRUCTURAL REPAIRS.

Property Owner understands and acknowledges that it may be necessary, at The Company's sole judgment and discretion, to cut or remove drywall, trim, framing, rafters, stucco, siding, and/or other structural components not specifically identified to restore operability to the heating and/or air conditioning systems. Property Owner shall be solely responsible for retaining another person and/or entity to effectuate the repairs and that they will be responsible for any and all costs associated with the same.

XXVII. LIMITATION OF LIABILITY.

Property Owner agrees that, to the fullest extent permitted by law, The Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from or relating to this Agreement or any services provided under this Agreement. Property Owner acknowledges and agrees that Company's liability under this Agreement shall be limited to the total amount paid by Property Owner under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim for damages. This limitation of liability shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if The Company has been advised of the possibility of such damages. Property Owner acknowledges and agrees that the limitations set forth in this provision reflect reasonable allocations of risk and are essential elements of the bargain between Parties.

XXVIII. DISPUTE RESOLUTION.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by binding arbitration conducted in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in Clark County, Nevada. The Parties agree to bear equally the costs of the arbitration, except that each party shall be responsible for its own attorneys' fees and expenses.

XXIX. CLASS ACTION WAIVER.

Property Owner acknowledges and agrees that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated, or representative action. Property Owner further agrees that Property Owner shall not participate in any class, consolidated, or representative proceeding, including, without limitation, any class arbitration or class action, even if the rules or procedures of the American Arbitration Association allow for class or consolidated arbitration. Notwithstanding the foregoing, if any portion of this Class Action Waiver provision is deemed invalid or unenforceable, the remaining portions of this provision shall remain in full force and effect.

XXX. MECHANICS LIEN AND INDEMNIFICATION.

In the event Company furnishes any labor, materials, or equipment pursuant to this Agreement, and any payment due to Company remains unpaid, Company shall have the right to file a mechanics' lien on the property where such labor, materials, or equipment was provided, in accordance with applicable state law. Parties agree that this provision is intended to comply with the mechanics' lien laws of the State of Nevada, and that this provision shall be construed and enforced in accordance with such laws.

Property Owner shall indemnify and hold Company harmless from and against any and all claims, liens, or encumbrances arising out of or related to any work or materials provided by Company pursuant to this Agreement, to the extent that such claims, liens, or encumbrances arise, in any part, from any act or omission of Property Owner, its agents, employees, or contractors.

XXXI. SUCCESSORS AND ASSIGNS.

Property Owner may not assign, sell, delegate, or otherwise transfer any of the rights and duties hereunder. This Agreement will be binding upon and inure to the benefit of the Parties' respective heirs, executors, administrators, and successors.

XXXII. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes and cancels any and all prior agreements and

understandings, both written and oral, among them relating to the subject matter hereof, except as otherwise specifically provided herein. The invalidity or unenforceability of any provision or clause

XXXIII. AMENDMENT.

This Agreement shall be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of Parties.

XXXIV. COUNTERPARTS.

This Agreement may be executed and delivered in any number of counterparts, which may be by electronic means (including the use of Housecall Pro, AdobeSign or DocuSign) or facsimile, and each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

XXXV. GOVERNING LAW.

The rights and obligations of Parties hereunder and the interpretation of this Agreement will be governed by the laws of the State of Nevada. Any action instituted by either Party arising out of this Agreement shall only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in Clark County in the State of Nevada. EACH PARTY FURTHER CONSENTS TO EXCLUSIVE PERSONAL JURISDICTION IN CLARK COUNTY, NEVADA.

XXXVI. WAIVERS.

The waiver of the benefit of any provision hereof must be in writing to be effective. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of any subsequent breach of the same or different provision. No action taken pursuant to this Agreement, including but not limited to, any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or other obligations contained herein.

XXXVII. CONFIDENTIALITY.

Except to the extent necessary to comply with applicable federal or State of Nevada laws, rules, and regulations, as the case may be, with respect to this Agreement or to enforce a Party's rights hereunder or as otherwise contemplated herein, Parties hereto will maintain the confidentiality of the terms of this Agreement and the transactions contemplated hereunder. Nothing in this Agreement prevents any Party from disclosing the terms of this Agreement to any auditor, accountant, or lawyer in the course of that Party's normal business affairs, or in any judicial proceeding to enforce or construe this Agreement.

THE UNDERSIGNED EACH ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT THEY SIGN THIS AGREEMENT WHOLLY INTENDING TO BE BOUND BY ITS TERMS AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROPERTY OWNER:

Signature of Property Owner

Date

Printed Name of Property Owner

Address of Property

COMPANY:

Signature on Behalf of Orange Air

Date

Printed Name on Behalf of Orange Air