

## LIONS HEATING AND AIR CONDITIONING TERMS AND CONDITIONS FOR MAINTENANCE AGREEMENT

- 1. TERMS AND CONDITIONS.** Please read them carefully before using the Service. By signing this maintenance agreement the parties agree to be bound by these Terms and Conditions, including signed proposals, all payment terms, policies, practices, rules, standards and guidelines provided to the client in writing and/or available at [www.LionsHVAC.com](http://www.LionsHVAC.com) related to the Services.
- 2. INSPECTION SCHEDULE.** Prior to issuing this Agreement, LIONS HEATING AND AIR CONDITIONING will inspect your HVAC equipment, scheduled Monday to Saturday between 8:00AM and 6:00PM, except holidays.
- 3. REPAIRS.** Before issuing this agreement, any repairs deemed necessary must be completed. Upon inspection by our technician, if equipment is found to be in poor operating condition, LIONS HEATING AND AIR CONDITIONING reserves the right to reject any Agreement. Within the period of the Maintenance Agreement, a 10% discount will be applied to the cost of repairs.
- 4. PERIOD.** The Maintenance Agreement shall start from the date the parties agreed to. LIONS HEATING AND AIR CONDITIONING shall charge the client monthly through their credit cards and shall only be terminated upon the cancellation of either parties.
- 5. CHANGE IN PRICING.** LIONS HEATING AND AIR CONDITIONING shall notify the client regarding change of prices via email or service call. Approval of the changes in pricing by the client shall be done by either entering a new maintenance agreement or via email.
- 6. ANNUAL CHECK & TUNE UP.** Under this Maintenance Agreement, LIONS HEATING AND AIR CONDITIONING will perform an annual check and tune-up for each piece of covered equipment for each commitment term, scheduled Monday through Saturday between 8:00AM and 6:00PM, except holidays.
- 7. MAINTENANCE SCHEDULE.** It is the responsibility of the client to inform LIONS HEATING AND AIR CONDITIONING of the desired dates for maintenance. Scheduling should be done at least four weeks to six weeks in advance. As a client, you agree to be contacted via phone call, text message & email reminding you it is time to schedule your annual check-ups for each piece of covered equipment. If you do not wish to receive these reminders, you can opt-out by calling us at 3104650630 or by email at [service@lionshvac.com](mailto:service@lionshvac.com)
- 8. During prolonged extreme weather conditions** – heat and cold spells – maintenance checks may be rescheduled to accommodate Agreement members without heat or air conditioning.
- 9. Under the conditions of this Agreement,** the client agrees to:
  - a. Operate covered equipment according to the manufacturer's and our technicians' recommendations.
  - b. Promptly notify us of any unusual operating conditions of the equipment.
  - c. Schedule service appointments; LIONS HEATING AND AIR CONDITIONING will not reimburse services not scheduled within the agreement term.
  - d. Strictly allow LIONS HEATING AND AIR CONDITIONING only service personnel to perform maintenance or repairs on the equipment.
  - e. The monthly fee for LIONS HEATING AND AIR CONDITIONING is billed on a monthly basis and is non-refundable.
  - f. A monthly invoice will be issued for customer records upon request.
  - g. TRANSFER. Transferable if your home is sold during the commitment term, this Agreement may be transferred to the new homeowner upon written request to LIONS HEATING & AIR CONDITIONING within thirty (30) days of the sale of the home. Requests made after thirty (30) 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.
  - h. CANCELLATION. The client may cancel the Agreement before the agreement term is fulfilled by writing to us, stating that they would like to discontinue their coverage. Upon receipt of cancellation notice, your account will be reviewed and any services and/or discounts received under the terms of this Agreement during the current agreement term will be charged to the credit card on file. Early cancellation fee shall also be charged if the written notice of cancellation is not done 30 days before the cancellation date. No additional monthly payments will be processed.
  - i. If the client cancels the service before the end of their contract term, no additional discount, benefits or other Agreement features will be valid.
  - j. By subscribing to this Maintenance Agreement, the client authorizes LIONS HEATING AND AIR CONDITIONING to bill them through their credit card company in accordance with this Agreement. The client confirms that he is the owner of the credit card or has permission of the owner to incur these charges.
  - k. The client acknowledges and agrees that LIONS HEATING AND AIR CONDITIONING in its sole discretion, may suspend, discontinue or refuse any and all current and future access to or use of any portion of the services at any time without notice to you in the event LIONS HEATING AND AIR CONDITIONING reasonably believes that the client has breached this Agreement.
  - l. The client acknowledges and agrees that LIONS HEATING AND AIR CONDITIONING shall have no liability or responsibility to them for termination in the event the client breaches this Agreement, and that no portion of their fees will be refunded in such case.
  - m. NON - REFUNDABLE. This Agreement is non-refundable, in whole or in part. There will be no refunds or credits for partial service. No exceptions will be made. Upgrades will be handled on a case by case basis.
  - n. DISPUTES. The client agrees to submit any disputes regarding any charge to their account in writing to LIONS HEATING AND AIR CONDITIONING within ten (10) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge.
  - o. OWNERSHIP. The ownership of this Agreement is location-specific and transferable to a new owner within thirty (30) days of the change.
  - p. RATES. The rates for and in this Agreement may be adjusted annually to reflect current costs and warranty.
  - q. PAST DUE ACCOUNT. No service will be rendered under this Agreement if the customer has a past-due account with LIONS HEATING AND AIR CONDITIONING.

### BENEFITS:

- 1. DISCOUNTED REPAIRS.** Repair services performed while this Agreement is active are provided at a discounted rate of 10% off our standard repair charges.
- 2. PRIORITY BOOKING.** As a service Agreement member, the client will always receive priority for repairs over non-members, generally resulting in same day service. During high-volume periods, the client should schedule 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. 1 year limited repair and extended labor warranty. The labor charge relative to service and repairs performed under the terms of this Agreement is guaranteed for a period of one year from the date the service is performed. LIONS HEATING & AIR CONDITIONING does not guarantee other parts than those supplied. If repairs later become necessary due to other defective parts, they will be charged separately.
- 3. PURCHASE CREDITS.** A \$75 purchase credit shall be given annually for every renewal of the maintenance agreement. The accumulated purchase credits can be redeemed for the replacement or installation of a new HVAC system. Example: If the client availed the maintenance agreement for 10 years, he will be entitled to \$750 of purchase credits. The \$750 can be used when the customer decides to replace or install a new HVAC system.
- 4. \$0 SERVICE CALL FOR REPAIR.** You can schedule service by calling us or by completing a "Service Request" form on our website.
- 5. SERVICES INCLUDED:**

AC - 23 POINTS SUMMER INSPECTION	FURNACE- 24 POINTS WINTER INSPECTION
1. Inspect Contactor	1. Inspect Burners
2. Inspect Capacitor	2. Inspect Heat Exchanger
3. Inspect Electric Connections & Wire condition	3. Check Exhaust Pipe
4. Inspect Condenser Coil Condition	4. Check Blower Motor
5. Check High Pressure Switch	5. Inspect Blower Motor Capacitor
6. Check Low Pressure Switch	6. Check Blower Wheel Condition
7. Inspect Drain Pan	7. Inspect Electric Connections & Wire Condition
8. Check Evaporator Coil Drain Line & Trap	8. Inspect Safety Switch & Limit Controls
9. Inspect Condensate Pump	9. Inspect Ignition Module or Circuit Board
10. Inspect Reversing Valve	10. Inspect Pilot Assembly
11. Inspect Disconnects	11. Inspect Hot Surface Ignitor or Spark Rod
12. Inspect Thermostats	12. Check For Gas Leaks
13. Inspect Condenser Fan Motor Amps	13. Inspect Thermostat Operation
14. Inspect Compressor Amps	14. Inspect Smoke Detectors
15. Low Side Pressure	15. Check Accessories (Humid/EAC)
16. High Side Pressure	16. Check Furnace Sounds and Vibrations
17. Subcooling	17. Inspect Evaporator Coil Condition (Access Needed)
18. Superheat	18. Inducer Motor Amps
19. Inspect Ductwork Condition	19. Blower Motor Amps
20. Inspect Insulation R Value	20. Check Flame Sensor
21. Check Outdoor Level	21. Gas Pressure W.C from manifold
22. Check Condenser Sounds and Vibrations	22. Temp Rise F
23. Filter Replacement	23. Furnace Tag Rise F
	24. Filter Replacement

### EXCLUSIONS & DISCLAIMERS

LIONS HEATING & AIR CONDITIONING 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 LIONS HEATING & AIR CONDITIONING. 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.
4. 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.
5. LIONS HEATING & AIR CONDITIONING will repair and maintain equipment covered by this Agreement. However, this is not an insurance policy. LIONS HEATING & AIR CONDITIONING 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, LIONS HEATING & AIR CONDITIONING 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.
6. Any disputes arising under this Agreement will be governed by the laws of the State of California. The client agrees to pay reasonable attorneys' fees as part of any judgment against him/her arising from the enforcement of this Agreement or the invoice.
7. If any statement or clause of this Agreement is held unenforceable, it shall not negate any other clause or statement contained herein.
8. LIONS HEATING & AIR CONDITIONING and its agents will not be liable 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.
9. 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.
10. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. You agree to indemnify, hold harmless and defend LIONS HEATING & AIR CONDITIONING, at your expense, against any and all third party claims, actions, proceedings, and suits brought against LIONS HEATING & AIR CONDITIONING 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 LIONS HEATING & AIR CONDITIONING 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 LIONS HEATING & AIR CONDITIONING services. In such a case, LIONS HEATING & AIR CONDITIONING 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. LIONS HEATING & AIR CONDITIONING reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
12. LIONS HEATING & AIR CONDITIONING 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 LIONS HEATING & AIR CONDITIONING website located at [www.LionsHVAC.com](http://www.LionsHVAC.com) or such other URL as CV-HVAC 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 LIONS HEATING & AIR CONDITIONING or (II) you continue to use the Service after LIONS HEATING & AIR CONDITIONING has posted updates to the Agreement or to any policy governing the Service.
13. This Maintenance Agreement is identified as "Confidential Information". Both parties shall not disclose such confidential information to any third party.