

# CHAIRITY

## CHAIRITY AIR LLC HVAC SERVICE AND MAINTENANCE CONTRACT

Chairity Air LLC (the “Company”) is in the business of providing HVAC service and maintenance to the customer. Coverage is subject to limitations and condition specified in this contract. Please read the entire contract carefully.

This contract covers only the items specifically identified in this Contract as covered and excludes all others. Items are not covered unless they are in safe working order at the start of coverage. Service includes regular maintenance, making sure the system is operating at the factory specifications, system tune-ups, and making repairs on the unit.

### TERMS OF CONTRACT

1. The minimum time for the contract is 12 months. The Customer can cancel the contract with 30 days written notice any time after 12 months.

2. Fees.

- Inspection Fee \$100.00 per visit
- Units 1-5 years old \$30.00 per month
- Units 6-10 years old \$30.00 per month
- Units 11+ years old \$30.00 per month plus \$1,000.00 deductible (if unit is condemned by Company)

• Customer agrees to pay a \$100.00 inspection cost at the beginning of this contract. Company will inspect the HVAC unit, make sure it is operating at factory specifications, tune the HVAC system and make recommendations.

- Monthly fees for HVAC systems will be \$30.00 per month.

• If the unit is 10+ years old and is condemned by Company deductible in the amount of \$1000.00 will be collected before work is started.

• If Customer’s HVAC system needs to be replaced at inspection. Customer will do so at their expense. Company will offer a 10% discount for said system change out.

3. Customer payment will be due on the first of each month. The Customer agrees to an automatic disbursement from his or her bank and agrees to execute the Disbursement and Payment Choice Authorization as part of this contract. All customers are required to pay monthly fees via bank auto pay or transfer without exception.

4. Company will provide HVAC service at any time during the contract period upon request of the Customer. Service includes the replacement of all necessary parts to the repair at no cost to the Customer.

5. Service does not include changing air filters, freon replacement or recharge, or annual tune-ups but these services will be provided at Customer cost when requested. Duct work is excluded from the terms of this contract.

6. Should the Company determine that the Customer's HVAC system cannot be repaired, it will replace the system. The only cost to the Customer shall be payment of the deductible, when applicable, which shall be due before replacement work begins. The decision as to whether the system can be repaired is at the sole discretion of the Company.

7. Exclusions. The following are excluded from coverage by the Company:

Duct work

Damage caused by hail, lightning, wind or other weather-related

Vandalism

Intentional damage to system

Theft

Flood damage, including caused by condensation

Acts of God

Pre-existing conditions discovered at the time of the initial inspection.

8. Customer may not transfer or assign this agreement without prior written consent.

9. This contract shall be governed by and construed in accordance with Arizona law. In the event litigation or arbitration should be commenced arising from this agreement, the Parties consent to exclusive venue in Maricopa County, Arizona.

10. Consequential Damages, Customer waives claims against Company for special and/or consequential damages arising out of or related to this agreement.

11. Damages, in the event of any claim arising from this contract against Company by Customer, Customer's damages, inclusive of any attorneys' fee award, court cost, and/or expert witness fees, shall be strictly limited to a sum no greater than a refund of any fees actually paid by Customer to Company during the performance of and under this contract.

12. The Limits of Liability attached hereto are part of the terms of the contract.

### **LIMITS OF LIABILITY**

- Company is not responsible for loss or damage from the following: service by another company or individual, power loss, hail, lightning, wind, water, flood, condensation, weather-related, pets, pests, fire, smoke, freeze, earthquake, mud, war, riots damages, acts of God, theft, vandalism, intentional damage, and damage from or any other situation not in Company's control.

- Liability is limited to repair or replacement cost of item due to normal wear and tear. Cosmetic defects are not covered.
- Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any item, or Company's delay or neglect in providing, or failing to provide, repair or replacement of an item.
- Company is not responsible for the for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
- Company will not affect service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless or any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
- Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. Company will replace with equipment or similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacture's parts.
- Company is not responsible for repairs arising from manufacturer's recall of covered Items, manufacturer's defects or for Items covered under an existing manufacturer's, distributor's or in-home warranty. The covered Items must be domestic or commercial grade and specified by the manufacturer for residential use.
- Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
- Company is not responsible for escape or injury to pets. Pets are to be secured by Customer off site or in an area of Customer's property, away from HVAC unit and where no work will be undertaken.

The Parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

## **DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Service Agreement(the "Service Agreement"). The words "you" and "your" mean the customer who has electronically signed this Disbursement and Payment Choice Authorization. The words “we,” “us” and “our” mean Chairity Air LLC and our successors and assigns.

Disbursements to Your Bank Account. You authorize us to process your service program payment with a credit deposit to your account (“Your Bank Account”):

We will make this disbursement credit by using any commercially available method we choose, such as (but not limited to) Automated Clearing House (ACH) entries, wire transfers, or transactions through your debit card accessing Your Bank Account. As a data security measure, you will separately provide us with your debit card information.

Automatic Payment From Your Bank Account. You authorize us to process payment debit entries out of Your Bank Account by using any commercially available methods we choose, such as (but not limited to) ACH entries, "remote checks" or transactions through your debit card accessing Your Bank Account for your scheduled payments plus any late charges, returned payment fees and, if you are in default, all finance charges and other amounts due to us as provided in the Agreement. You authorize us to re-process debit entries for the same amounts if any attempted payment transaction is dishonored.

You agree that this Payment Choice Authorizations will remain in effect until your Service Agreement finance charges and other charges, is paid in full. You may only revoke the above authorizations by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

**BY TYPING YOUR NAME AND CLICKING THE “I AGREE” BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.**

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.**