



Total Solutions Membership

Total Solution Membership Terms & Conditions

We agree to:

- Inspect the covered equipment and systems on a scheduled basis, and during each inspection to perform the applicable preventative maintenance service.
- Provide benefits as explained and listed in the program description.

You agree to:

- Operate the equipment according to our instructions, including use of thermostat(s) and regular replacement of filters (or cleaning if permanent).
- Promptly notify us of any unusual operating conditions of the equipment.
- Give our Program Members preference over all other service activity normally undertaken by us.
- Permit only our service personnel and/or service organization authorized by us to work on the equipment

General Terms and Conditions

1. This agreement is between Air Mechanical and the Customer listed on the Membership invoice.
2. Maintenance services include precision tune-ups, maintenance and inspections only, and are not intended to correct problems, deficiencies or faults in equipment or systems. A complete list of included measures, based on your equipment and the plan selected, is available from Air Mechanical at your request.
3. Payment for maintenance service per this agreement is PREPAID. If additional repairs are necessary to correct defects discovered during this maintenance service, any authorized repair charges will be due and payable by you at the time services are rendered (COD). Air Mechanical also offers EASY MONTHLY payments and are available on all memberships, excluding our Electrical Membership (three-year plan). Repairs again, are separate and billed at the time of the service call (COD).
4. All members will receive one maintenance service per season of use for the covered equipment (i.e.: heating annually in the fall/ winter and/or cooling annually in the spring/summer, water heater annually throughout the year as scheduled, and electrical system, once annually every three years.)
5. The services outlined in this agreement will be performed during normal working hours. Requested repair services will be provided during normal working hours at current rates. Overtime rates apply to work performed outside of normal business hours. You will receive a discounted rate on repairs. Diagnostic charges are NOT waived by this agreement. However, all customers on any plan will receive a discount off our regular after-hours diagnostic rates. You will be charged the appropriate discounted diagnostic fee / trip charge for determining the problem with your equipment to your home. Diagnostic rates include trip charge and up to a half hour diagnostic time to determine the problem. Additional rates may apply beyond the planned half hour diagnostic times if needed to diagnose the problem.
6. During the performance of said services, we will take all reasonable precautions to avoid injury to persons and damage to property while on the premises, but in no case, shall we be liable for any special or consequential damages.
7. Transferability: This agreement is fully transferrable for the term of the agreement. To transfer this agreement, contact Air Mechanical and/or indicate approval to charge this amount to your credit card on file, and send us written notice at the address on the front of this form with: Your name, address and phone number, along with the name, address and phone number of the person to whom the agreement is being transferred to (i.e. New Homeowner). Memberships do not



transfer with the homeowner to the new residence.

8. Cancellation: Program participation may be cancelled at any time upon written request by the customer. As the benefits of this program are available immediately, all utilized program fees are non-refundable, and balance owed is subject to any services used or discounts applied while on the program. Any outstanding balance due will be charged to the credit card on file.

9. This agreement is governed under the laws of the State of Minnesota. In the event of legal dispute, the prevailing party is entitled to collect court costs, lien fees, collection agency costs, attorney's fees and any other costs to the full extent allowed under Minnesota State law.

10. All advertised or listed fees are based on customers living or residing in our primary service care area. Secondary extended rates may apply to customers outside of our core service area. Air Mechanical has the right to dictate their service area accordingly.

Air Mechanical has the right to refuse service or participation onto any membership if the system has not been maintained properly or was installed improperly, does not meet code, has high risk of failure or is in such condition to warrant excessive repairs negating the value of the membership. In certain instances, Air Mechanical may need to assess condition or state of the heating, cooling or plumbing system by doing a certification or inspection prior to acceptance into the Membership plan. Customer may need to pay for this inspection to be eligible to be on the plan.

11. Air Mechanical has the right to increase prices on any agreement as necessary in operating a profitable business. Written notice will be given 30 days in advance of any price increase.

Parts & Labor Warranty (on all repairs and/or upgrades and accessories)

1. This warranty sets forth the entire agreement between Air Mechanical and the Customer and cannot be changed without written approval from Air Mechanical. Representations and promises made by any person not contained in this document are not part of these warranties.

2. These are year-to-year warranties. As such, lapse in program participation by the customer automatically terminates said warranty coverage provided by Air Mechanical. Set date of expiration will be 30 days beyond the initial signed day of the agreement.

3. TSMs include a One-Year Parts & Labor warranty on all repairs for service. Anyone on the Membership will receive the following full parts and labor warranty schedule; All repairs will only be covered while still on the program at the time of the repair. However, Air Mechanical has the right to void any agreement should necessary repairs not be accepted that will prevent the system from operating properly, thus creating more calls as needed due to the condition and/or relation of necessary repairs.

4. These warranties are inclusive of the manufacturer's warranty. They do not replace the manufacturer's warranty but provide certain additional benefits during the term of this agreement. Losses fully covered by the manufacturer's warranty are not covered under these warranties.

5. Any material and/or work covered under this warranty will be provided by Air Mechanical or a servicer of Air Mechanical's choosing. No compensation will be provided for work completed by any other servicer. Any work performed by any other servicers will automatically terminate these warranties. Any material and/or work beyond what is covered by the terms of this Warranty will be furnished at Owner's expense.

6. Obligations under these warranties are limited to the repair of failed (not functional) parts on covered systems, and Air Mechanical has no liability beyond this repair. In no case is Air Mechanical liable for any special or consequential damage that may result from the failure of covered systems.

7. Air Mechanical shall not be liable for losses, failures or defects that are not a result of manufacturing defects or workmanship, such as:

A) Damage from fire, water, wind, storms, earthquake, or other Acts of God or nature, faulty power supply,



theft, vandalism, misuse, or abuse, etc. B) Alterations to the equipment to meet changes in Federal, State, or local codes or regulations. C) Appearance, aesthetics, paint and cabinet parts, knobs and buttons, including but not limited to, rust or corrosion. D) Normal wear and tear.

In such cases, the customer shall be charged for the repairs involved at the current price for such repairs.

No such repairs shall be furnished, however, without authorization from the customer.

8. Parts & Labor Warranty (on all repairs and/or upgrades and accessories):

A) Air Mechanical will conditionally warranty all repairs and/or upgrades and accessories purchased from Air Mechanical for covered systems by the Program member while they are continuously participating in the Customer Loyalty Membership program. Paid invoice for original repair must be shown at time of service. In some cases, Air Mechanical may have to charge for the initial service until we receive or confirm proof of agreement or repairs. B) Warranty is subject to availability of replacement parts. Air Mechanical cannot guarantee parts which are no longer manufactured or otherwise unavailable through regular distribution channels. C) Subject to the above conditions, this warranty will remain in force for the term of the original program term, while the customer is residing in the home, program expires, or the date of the warranty period ends. D) Each repair term coverage will be carried over for the covered period if continuously renewed, and the duration of the repair coverage will be dependent on which program the customer is on. E) Annual maintenance is required for repairs to be honored. Skipped or missed tune-ups on affected pieces of equipment, will terminate the said repair coverage.

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