

AMi Home Services Total Solutions Maintenance Plans

Total Solutions Maintenance Plan Terms & Conditions

Our Commitment to You:

- Scheduled Inspections and Preventative Maintenance: We will inspect covered equipment and systems as scheduled and perform necessary preventative maintenance during each inspection.
- **Program Benefits:** You will receive benefits as outlined in the program description.
- Service Priority: Program Members receive priority service.

Your Commitment to Us:

- **Proper Operation:** Operate the equipment according to our instructions, including correctly using the thermostat(s) and regularly replacing or cleaning filters.
- Notification of Issues: Notify us promptly of any unusual operating conditions.
- **Authorized Service Personnel:** Only allow our service personnel or authorized service organizations to work on the equipment. AMi Home Services is not responsible for repairs made by others.

General Terms and Conditions:

- 1. Agreement: This agreement is between AMi Home Services, and the Customer listed on the Plan invoice.
- 2. Scope of Maintenance: Maintenance services include precision tune-ups, maintenance, and inspections, not intended to correct existing problems. A complete list of included measures is available upon request.
- **3.** Payment: Maintenance services are prepaid. Additional repairs discovered during maintenance are payable at the time of service. Monthly payment options are required for all plans. Repairs are billed separately at the time of service.
- 4. Service Frequency: Members receive one maintenance service annually for covered equipment that is on their plan.
- 5. Service Hours: Services will be performed during normal working hours. Repair services requested outside these hours are subject to overtime rates, with a 15% discount on after-hours repairs.
- 6. Liability: We take all reasonable precautions to avoid injury and damage while on your premises but are not liable for special or consequential damages.
- 7. Transferability: This agreement is fully transferable for its term to either a new homeowner or a new home address in our service area. Contact AMi Home Services to transfer the agreement or your plan to a new residence.
- 8. Cancellation: Participation may be canceled at any time with written notice. Program fees are non-refundable, and any outstanding balance for services used or discounts applied will be charged to the credit card on file.\
- **9. Governing Law:** This agreement is governed by Minnesota law. The prevailing party in a legal dispute is entitled to collect court costs and other related expenses.
- **10. Service Area:** Fees are based on customers in our primary service area. Extended rates may apply to those outside this area. AMi Home Services reserves the right to define its service area and refuse service if the system has not been properly maintained or installed.
- **11. Price Increases:** AMi Home Services may increase prices as necessary, with written notice given 30 days in advance.

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Parts & Labor Warranty:

- **1. Agreement:** This warranty represents the entire agreement and cannot be changed without written approval from AMi Home Services.
- 2. Duration: Warranties are year-to-year. A lapse in program participation terminates the warranty coverage.
- **3. Coverage:** Members receive a one-year parts and labor warranty on all repairs made by AMi Home Services. Repairs are covered while on the program.
- **4. Servicer:** Covered work will be performed by AMi Home Services Work by others terminates the warranty.
- 5. Liability: AMi Home Services liability is limited to the repair of failed parts. We are not liable for special or consequential damages.
- 6. Exclusions: The warranty does not cover damage from Acts of God, code changes, aesthetics, or normal wear and tear. Unauthorized repairs are not covered.
- 7. Conditions: The warranty applies to repairs/upgrades purchased from AMi Home Services, subject to the availability of parts and continuous plan participation.

Addendum: Affiliated Partner Services

- **1. Scope:** AMi Home Services partners with third-party providers to offer additional services, such as appliance and fireplace.
- 2. Independent Contractors: Affiliated Partners are independent contractors. AMi Home Services is not responsible for their acts or omissions.
- **3. Eligibility:** Only members with an active Total Solutions Maintenance Plan with 2 or more pieces of AMi Home Services equipment on their plan can access Affiliated Partner Services.
- **4. Cost and Payment:** The Annual Tune Up from the affiliated Partners is covered by the Total Solutions Maintenance Plan. Additional work is the member's responsibility and paid directly to the Affiliated Partners.
- 5. Service Guarantees: Any guarantees or warranties are provided solely by the Affiliated Partner.
- 6. Limitation of Liability: AMi Home Services is not liable for damages arising from the use of Affiliated Partner Services beyond the initial service call.
- 7. Termination and Modification: AMi Home Services can terminate access to Affiliated Partner Services at any time and may modify this Addendum with notice.
- 8. Acceptance: By using Affiliated Partner Services, members agree to this Addendum.
- 9. Program Perks: Program perks will not apply on affiliated partner services after initial benefit.

Addendum: Appliance Solutions

- **1. Scope:** Appliance Solutions reserves the right to refuse work on certain brands. Appliance Solutions will not work on free standing microwaves.
- 2. Service Area: Appliance Solutions only services certain zip codes. Appliance Solutions reserves the right to refuse service on zip codes outside of their service area.

Addendum: Fireside Hearth & Home

1. Scope: Fireside Hearth and Home reserves the right to refuse work on certain brands.

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2. Time Window: Fireside Hearth and Home will only perform maintenance between April 1st and August 30th.