

Dear Bell Mechanical Member,

It's time to renew your Service and Maintenance Membership with Bell Mechanical. Don't delay. Call or email us today to confirm your renewal.

Why do you need a Service & Maintenance Membership with Bell Mechanical?

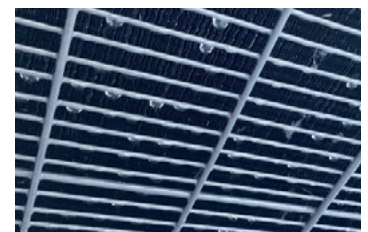
- **Priority Service:** Since 2020, billions of dollars have been invested into converting households over to new heat pump and A/C systems. We've seen demand for our services triple. Call volume during our peak season has increased 300%! Membership gets you to the front of the queue.
 - **Perks & Discounts:** Discounts on trip fees, parts, and labor are just a few of the perks that come with a Bell Service & Maintenance Membership.
 - **Experienced, Professional Technicians:** For good or bad, advancements in HVAC technology over the last decade have made systems more complex. Our technicians have the training and tools they need at their disposal to diagnose and repair any issue that may arise with your system, be it old or brand new.
-

Why do you need maintenance?

- **Prevent Breakdowns & Costly Repairs:** Neglecting your HVAC system will lead to decreased efficiency and high utility bills. It will also lead to unnecessary wear and tear on components. Eventually, worn components will cease to function and turn into expensive repairs.
- **Protect Your Home:** Your HVAC system keeps you comfortable. It also protects your home. Dilapidated equipment can lead to frozen pipes, flooded rooms, warped flooring, and collapsed ceilings. You'll be left paying an arm and a leg to repair your system and restore your home.
- **Identify Bacterial Growth, Allergens, & Foul Odors:** Without routine inspection, organic growth can quickly overtake your HVAC unit and distribute toxic & foul odors throughout your home.



Severely Neglected Condenser Coil



Same Condenser Coil After Bell Service

You will find more information about your membership plan on the following pages.

Best,
Bell Mechanical Management Team

V5 02/27/2024

Address

Bell Mechanical LLC
200 US-6
Mahopac, New York 10541

Call

Call (845) 600-8004

Email

service@bellmech.com

Website

www.bellmech.com

Dear Bell Mechanical Customer,

The time has come to sign up for one of Bell's Service & Maintenance Membership Plans. We're a service company first and foremost. Making sure your system is running efficiently, and maintained properly, is our main goal. Don't wait for a problem to occur! Sign-up today.

Why do you need a Service & Maintenance Membership with Bell Mechanical?

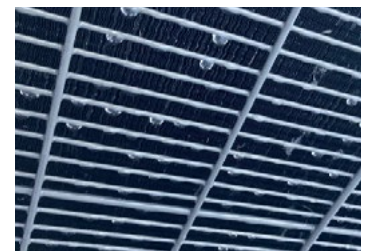
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Why do you need maintenance?

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Severely Neglected Condenser Coil



Same Condenser Coil After Bell Service

On the following pages, you will all find the information you need regarding our Maintenance & Service Plans. Call or email us today to sign-up.

Best,
Bell Mechanical Management Team

V5 02/27/2024

Address

Bell Mechanical LLC
200 US-6
Mahopac, New York 10541

Call

Call (845) 600-8004

Email

service@bellmech.com

Website

www.bellmech.com

Choose the Right Membership for You:

SQUARE FOOTAGE: _____

SELECT PLAN TYPE: COOLING + HEATING , HEATING ONLY , OR COOLING ONLY

SELECT PLAN LEVEL:	PLATINUM	BRONZE	NON-MEMBER
Maintenance <small>** Peak Season May 15 - Sept 15 Off-Peak Sept 16 - May 14</small>	Two visits included (\$500 to \$1,000 value)	Two visits included (\$500 to \$1,000 value) <small>Off-peak only**</small>	Out of pocket \$500 to \$1,000 <small>Off-peak only**</small>
Dispatch Priority	Highest	Higher	Subject to availability
Trip Fee	Included	\$95 Fee	\$169 Fee
Repairs + Service Charges	30% Discount	15% Discount	Regular rate
Condenser Coil Rejuvenation <small>(\$300 to \$450 value per condenser)</small>	Once annually	15% Discount	Regular rate
Phone Line	Dedicated number	Main line	Main line
Standard Emergency Call <small>(Between 8am - 6pm: M-F)</small>	No Minimum	\$250 Minimum	\$500 Minimum
Off-Hours Emergency Call <small>(After 6pm: M-F, All Hours: Weekends & Holidays)</small>	\$500 Minimum	\$750 Minimum	\$1000 Minimum
Warranty Labor Rate	50% Discount applied to regular rate	50% Discount applied to regular rate	Regular rate
YEARLY COST:			

***NOTE:** Table above provided for summary purposes only.
Services and pricing for each plan are subject to the attached terms and conditions.

ADD ANNUAL DUCT CLEANING**	
Square Footage of Ducted Space	
Yearly Cost	

**Work performed by Bell's Duct Cleaning Crew separately from maintenance. Call to schedule. Dates subject to availability.

ADD ON A HOT WATER HEATER	
Number of Hot Water Heaters	
Yearly Cost Per Machine	

ADD HUMIDIFIER	
Number of Humidifiers	
Yearly Cost Per Machine	

Membership Terms and Conditions

The following terms and conditions (this "Membership") sets forth the entire agreement between Bell Mechanical LLC, a Delaware limited liability company ("Bell Mechanical", "Service Provider", "us", "our" or "we") and the Member listed on the attached plan selection form (the "Member", "you" or "your") regarding the maintenance services to be provided herein and the payment authorization therefor (the "Plan Selection Form"). No other representation, promise, or condition shall modify this Membership unless in writing and signed by both parties. The parties agree as follows:

Scope of Work: Bell Mechanical will perform the services (collectively, the "Service") for the Member's air conditioning and/or heating system(s) and ancillary equipment, as applicable, identified on the attached Plan Selection Form, which is incorporated by reference and made a part hereof.

1. Square Footage in Membership: Our pricing is based in part on square footage. We determine square footage for premises by searching publicly available property records online. Our pricing changes by the square footage of the premises. If our estimate is wrong, the homeowner needs to provide the correct square footage. This figure should include any heated and air conditioned space, including attics and basements. If we find the home is larger than our estimate, we reserve the right to adjust the pricing under this Membership by an amount proportional to the difference between the estimated home size and the actual square footage. We reserve the right to bill for this difference in accordance with the payment information provided with the Plan Selection Form.

2. Plan Type: There are three types of membership coverage: Heating Only, Cooling Only and Heating + Cooling. The Heating Only covers heating systems like boilers or furnaces. The Cooling Only covers systems that exclusively provide air conditioning. The Heating + Cooling covers both heating and cooling equipment at the property. For a system such as a heat pump that provides both cooling and heating from the same equipment, we require the homeowner to purchase Heating + Cooling. If we find that the equipment for a Cool Only, or Heat Only, provides both cooling and heating, we reserve the right to adjust the pricing under this membership by the difference between the current coverage type and the Heating + Cooling coverage type. We reserve the right to bill for this difference in accordance with the payment information provided with the Plan Selection Form.

3. Trip Fee: A. Basic and Bronze memberships must pay a trip fee for a 20-minute diagnostic appointment to determine issues at their home. We increase the trip fee periodically. The trip fee does not cover the cost of a repair. If the issue cannot be diagnosed within the initial 20-minute diagnostic appointment, there will be an additional \$95 diagnostic fee for every 30-minute increment (or portion thereof) of diagnostic time. You authorize Bell Mechanical to charge the trip fee and any applicable diagnostic fees in accordance with the Plan Selection Form.

B. Platinum memberships cover a maximum of 2 hours of diagnostic time a year.

4. Repair Discounts: A. Bronze memberships receive a 15% discount for repair quotes.

B. Platinum memberships receive a 30% discount for repair quotes.

5. Condenser Coil Rejuvenation: We will use Condenser Coil Spray or a similar cleaning product as needed.

6. Emergency Calls: A. Emergency Calls are customers looking to get on the schedule at the next available appointment. Emergency calls often include not heating and not cooling diagnostics.

B. Standard Emergency Calls are calls dispatched (the time a truck leaves for a call) between 8am and 6pm Monday through Friday.

C. Off-Hour Emergency Calls are calls dispatched after 6pm Monday through Friday, and calls dispatched anytime on weekends and holidays.

D. Holidays include, but are not limited to New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

E. Platinum members do not have a minimum charge for Standard Emergency Calls before 6pm Monday through Friday. Holidays excluded.

7. Maintenance Services: A. The Basic Membership provides for a 50% discount on the base maintenance service fee for the one maintenance visit annually. Maintenance may not be scheduled during Peak Season (May 15th through September 15th). B. Bronze Membership provides the labor necessary for two (2) preventive maintenance service inspections to clean, test, and maintain equipment at the customer's home. We strongly suggest that maintenance services be scheduled at least two weeks in advance of the desired service date. Maintenance may not be scheduled during Peak Season (May 15th through September 15th). C. Platinum Membership furnishes the labor necessary for two (2) preventive maintenance service inspections to clean, test, and maintain equipment. Maintenance services must be scheduled at least two weeks in advance. On one annual maintenance visit, if the customer requests two weeks in advance, we will provide a condenser coil rejuvenation service for an accessible unit. D. These maintenance visits do not include duct cleaning, specialty filters, or humidifiers, unless specifically called out in the Plan Selection Form.

8. Outside Providers: During the term of the membership, if the equipment has been installed, maintained, repaired, or otherwise handled by anyone other than Bell Mechanical, Bell Mechanical shall have no obligation to service the equipment and any warranty or obligations hereunder shall be considered void and Bell Mechanical will charge you as a non-member for the remaining term.

9. Term: The term of this Membership is for a period of one (1) year from Bell Mechanical's receipt of the Plan Selection Form and Program Fee (as defined below) and shall automatically renew each year unless Member provides a written cancellation notice to Bell Mechanical at least 30 days prior to the end of the then-current term.

10. Payment: The member shall pay to Bell Mechanical an annual membership fee ("Membership Fee") for each term of this Agreement. The Membership Fee will be stated in the Plan Selection Form and re-assessed annually upon the renewal of the term, subject to adjustment as provided herein. Bell Mechanical is authorized to charge for the Membership Fee (inclusive of all renewals) and for services rendered by Bell Mechanical in accordance with the payment authorization submitted with the Plan Selection Form. If Member's payment information changes, Member will promptly provide Bell Mechanical with the updated payment information. You authorize Bell Mechanical to make recurring charges to your credit card or bank account provided and if necessary, initiate adjustments for any transactions credited/debited in error. This payment authority will remain in effect until Bell Mechanical is notified by you in writing to cancel it, in such time as to afford Bell Mechanical a reasonable opportunity to act on it.

11. Price Changes: Bell Mechanical may change the price for the Membership or for Services from time to time and will communicate any price changes to you in advance. Price changes will take effect at the start of the next membership period following the date of the price change. If you do not agree with a price change, you have the right to reject the change by canceling this Membership by providing written notice to Bell Mechanical at least 30 days prior to the annual renewal date, which will be one year to the day from payment of the previous program fee payment. If that day would be a holiday, weekend or February 29th in a year that is not a leap year, it will be charged on the next business day.

12. Cancellation: We may cancel this Membership at any time and without prior notice. Such cancellation, in order to be effective, shall be in writing and shall be served either personally or by written correspondence to the Member. A pro-rated refund of the Membership Fee will be returned to you. Member may not cancel the annual membership more than 30 days after signing the Membership or renewal, or after a service visit, whichever occurs first. Any mid-year cancellation by Member will take effect the day after the last day of the current subscription. Any credits provided to the member prior to cancellation will be applied against any refund due.

13. Refund: We do not provide refunds or credits for any partial membership periods unless it is within 30 days after signing the Membership or renewal, or after a service visit, whichever occurs first.

14. Transferability: This Membership is transferable to a new property owner of the covered location and/or equipment at no additional charge for the remainder of the Membership period by prior written request to Bell Mechanical.

15. Limitation on Work: Furniture and other items located near the equipment must be removed prior to any Service in order to provide access to the equipment. Bell Mechanical does not move furniture or any other items. Bell Mechanical is not liable for any damage to any furniture or any other items left near the equipment. The Service specifically excludes new installations, or replacements of existing equipment, all of which shall be at additional cost to the Member pursuant to a separate contract or work order. Bell Mechanical shall not be held responsible for failure to render or perform any Service and/or for failure to furnish any materials and/or supply any labor called for, or required, in the rendering of the herein Services for any reasons deemed outside the control of Bell Mechanical, and/or Bell Mechanical's manufacturer, and/or supplier of any material or labor called for or required hereunder, including the failure by Member to move furniture and other items located near the equipment. If the Member does not move furniture and other items located near the equipment, Bell Mechanical is not liable for failing to provide the Service in accordance with this Membership and voids any warranty provided herein.

16. Insurance and Waiver of Subrogation: It is understood that Bell Mechanical is not an insurer, that property and liability insurance shall be obtained by the Member and that the amounts payable to Bell Mechanical hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Member's property or the property of others located in Member's premises or other premises in the building. The Member acknowledges that this Membership does not provide for limitless liability of Bell Mechanical and agrees that Bell Mechanical shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, related to the Service to be provided; that if Bell Mechanical should be found liable for loss or damage due to negligence or any other cause, its liability shall be limited to the Membership Fee, and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this membership or from negligence, active or otherwise, of Bell Mechanical, its agents or employees. Member will use its best efforts to obtain a provision in all insurance policies carried by it waiving the right of subrogation against Bell Mechanical. In any event of loss or damage to the premises, the building or any other premises therein or any contents, the Member shall look first to any insurance in its favor before making any claim against Bell Mechanical; and, to the extent possible, Member shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against Bell Mechanical for loss or damage within the scope of such insurance, and each party, for itself and its insurers, waives all such insured claims against Bell Mechanical. To the extent any loss or damage is covered by any insurance policies that contain such waiver of subrogation, Member releases Bell Mechanical from any liability with respect to such loss or damage. In the event the Member suffers loss or damage for which Bell Mechanical would be liable, and Member carries a policy or policies of insurance covering such loss or damage and containing a waiver of subrogation against Bell Mechanical, Member releases Bell Mechanical from any liability with respect to such loss or damage.

17. Limited Warranty and Limitations of Liability: Except as expressly stated in this Membership, the Service is provided without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and any warranties that may have arisen from ordinary course of dealing or usage of trade. Bell Mechanical will not be liable for incidental, exemplary or consequential damages, even if advised of the possibility of such damage. This limitation of Bell Mechanical's liability will apply regardless of the form of action, whether in membership or tort including negligence or strict product liability. Any action against Bell Mechanical must be brought within 12 months after the cause of action accrues.

18. Force Majeure: Bell Mechanical shall not be liable for any delay in performance due to causes beyond its reasonable control.

19. General: If either party fails to perform its obligations under this Membership or any other agreement between the parties, and such failure continues for a period of 20 days after written notice, the other party shall have the right to terminate this Membership. This Membership is the complete and prevailing agreement between the parties with respect to the subject matter herein, and there are no other understandings, oral or written. The provisions of this Membership are declared to be severable. Neither party may assign this Membership unless mutually agreed. This Membership is governed by the laws of New York and the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the US District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Westchester County. No provisions of this Membership shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification shall be in writing, signed by the party against whom it is sought to be enforced. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS MEMBERSHIP, INCLUDING SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS MEMBERSHIP, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS MEMBERSHIP OR THE TRANSACTIONS CONTEMPLATED HEREBY. This Membership may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Membership delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Membership. This Membership is effective on the date set forth on Plan Selection Form. Member's payment of the Membership Fee will constitute their agreement to and acceptance of the terms of this Membership.

Address

Bell Mechanical LLC
200 US-6
Mahopac, New York 10541

Call

Call (845) 600-8004

Email

service@bellmech.com

Website

www.bellmech.com

Payment Authorization

Please fill out the form below and mail this form to: **Bell Mechanical LLC, 200 US-6, Mahopac, New York 10541**

First name _____ Last name _____

Email _____ Phone number _____

Address _____

City _____ State _____ Zip _____

I authorize Bell Mechanical LLC to charge for the agreed upon membership. Annual renewal will be charged to original payment method unless notice of cancellation is provided 30 days prior to membership renewal.

Signature _____ Date _____

Please Choose a Payment Method: Credit Card / Bank Payment / Personal Check

Mastercard, Visa or Discover

Card Type: MasterCard VISA Discover

Cardholder First Name: _____

Cardholder Last Name: _____

Cardholder Number:

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Expiration:

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Security Code:

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American Express

Card Type: American Express

Cardholder First Name: _____

Cardholder Last Name: _____

Cardholder Number:

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Expiration:

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Security Code:

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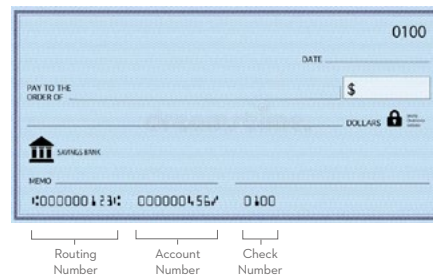
Bank Payment - Bank Account Information

Name on Payment Account: _____

Bank Name: _____

Account Type: Checking Savings Business Checking

You can retrieve your routing and account number from your bank. If you are using a checking account, you can find the information at the bottom of the check.



Routing number: _____

Bank Account Number: _____

I authorize Bell Mechanical LLC to debit my bank account for the agreed upon membership.

Personal Check

If you are paying by personal check, please postmark in an envelope to the following address: **Bell Mechanical LLC, 200 US-6, Mahopac, New York 10541**

By mailing in a personal check, you authorize **Bell Mechanical LLC** to debit payments from your personal account once per year for the agreed upon membership.

Address

Bell Mechanical LLC
200 US-6
Mahopac, New York 10541

Call

Call (845) 600-8004

Email

service@bellmech.com

Website

www.bellmech.com

Why Choose Bell Mechanical as Your Premier A/C Solution?

DISCOVER THE BELL DIFFERENCE:

- **Service-First Approach:** We are service company first and a install company second. Our robust service and maintenance departments are second to none. From the technicians in the field, to the support staff in our office, our team is here to make sure your system continues to work and keep you comfortable.
- **Proven Staying Power:** In an industry prone to mismanagement and bankruptcies, our unwavering commitment to quality ensures we're here for you now and into the future. We are not here today and gone tomorrow like our competitors. We are in partnership with you for the long term.
- **Unrivaled Reputation:** Recognized for excellence, our reviews speak volumes about the quality of service you can expect from Bell Mechanical.
- **Decades of Expertise:** We've honed our skills in installing a myriad of systems, ranging from ductless mini splits to cutting-edge geothermal installations. Trust us to bring unparalleled expertise to every project, ensuring your cooling system is in the hands of seasoned professionals.
- **Skilled Technicians:** Our technicians are not just experts; they are seasoned professionals with extensive backgrounds and top-notch training. Rest easy knowing that your A/C system is in the capable hands of our skilled and trustworthy team.
- **Supply Chain Resilience:** In an era of supply chain challenges, Bell Mechanical stands out with a 31,000 square foot warehouse boasting a robust inventory. Unlike others, we have the material you need in stock. Your comfort can't afford to wait!
- **In-House Licensed Engineers:** Setting us apart from the competition, our team includes licensed professional engineers. This unique in-house expertise allows us to design optimal air conditioning solutions and tackle the most intricate technical issues, ensuring your system is tailored for peak performance.
- **Community-Centric Approach:** Unlike faceless corporate entities, Bell Mechanical is deeply rooted in your community. We care about our customers and staff, forging meaningful connections that extend beyond business. You're not just a client; you're a valued member of our community.

Experience the Bell Mechanical Advantage – where excellence meets reliability for all your air conditioning needs. Choose us, and elevate your cooling experience to new heights!

Clean Air Has Never Been More Important

Are you Maintaining Your Air Conditioning?



Six months without maintenance



2 years without maintenance

Mold, Allergens, & Foul Odors: Without routine inspection, dangerous mold can quickly overtake your HVAC unit and distribute toxic particles & foul odors throughout your home.

Unexpected breakdowns, costly repairs & water damage: At best, a neglected HVAC system will lead to poor performance and undue mechanical stress; at worst it will lead to costly leaks that can cause significant property damage.

It's never too late to start maintaining a healthy through-the-wall HVAC system

Choose the Right Plan for You

	Bronze	Gold	Platinum
Two preventative maintenance visits per year	●	●	●
Priority level for service calls	High	Higher	Highest
Discounted repairs	20% Discount	20% Discount	Fully covered up to \$1500/unit
Access to temporary AC units during shop repairs		●	●
Monthly rates (billed annually)	\$25.00 per unit	\$35.00 per unit	\$50.00 per unit

Sign-Up Today

Follow the Steps Below

Step 1: Identify the Number of Units in Your Apartment

Through-the-wall.

We are looking for an accurate count of all of the units in the apartment. We provide contracts for apartments and not for individual units. You will need to include all units in the apartment to determine the total price for the apartment.



A unit with the enclosure front off will look like this

Step 2: Please Tally the Number of Units in Your Apartment:

Step 3: Please Select Your Plan.

Select one :

Bronze

of units
x \$300 per year

= Total Price

Plus sales tax 8.875%

Gold

of units
x \$420

= Total Price

Plus sales tax 8.875%

Platinum

of units
x \$600

= Total Price

Plus sales tax 8.875%

MACC will provide notice prior to renewal in case you would like to make any changes to your Plan.

For Office Use Only:

Payment Authorization

Please fill out the form below and mail this form to: **MACC Co, 287 Walton Ave., Bronx, NY**

First name _____ Last name _____

Email _____ Phone number _____

Address _____

City _____ State _____ Zip _____

I authorize MACC Co. LLC to charge for the agreed upon contract. Annual renewal will be charged to original payment method unless notice of cancellation is provided 30 days prior to contract renewal.

Signature _____ Date _____

Please Choose a Payment Method: Credit Card / Bank Payment / Personal Check

Mastercard, Visa or Discover

Card Type: MasterCard VISA Discover

Cardholder First Name: _____

Cardholder Last Name: _____

Cardholder Number:

□□□□	□□□□	□□□□	□□□□
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Expiration:

□□	/	□□
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Security Code:

□□□

American Express

Card Type: American Express

Cardholder First Name: _____

Cardholder Last Name: _____

Cardholder Number:

□□□□	□□□□	□□□□	□□□□
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Expiration:

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Security Code:

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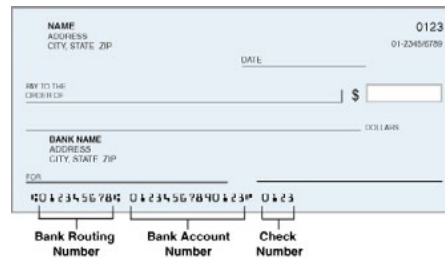
Bank Payment - Bank Account Information

Name on Payment Account: _____

Bank Name: _____

Account Type: Checking Savings Business Checking

You can retrieve your routing and account number from your bank. If you are using a checking account, you can find the information at the bottom of the check.



Routing number: _____

Bank Account Number: _____

I authorize MACC Co., LLC to debit my bank account for the agreed upon contract.

Personal Check

If you are paying by personal check, please postmark in an envelope to the following address: **MACC Co, 287 Walton Ave, Bronx, NY 10451**

By mailing in a personal check, you authorize MACC Co., LLC to debit payments from your personal account once per year for the agreed upon contract.

For MACC use. ID: _____

Call

Call (914) 667-1400

Book Your First Maintenance Call Today

Write & Mail

Using the enclosed form

Air Conditioning Maintenance and Service Contract Terms and Conditions:

This Contract sets forth the entire agreement between MACC Co., LLC ("MACC", "Service Provider", "us", "our" or "we") and Customer listed on Payment Authorization Form (the "Customer", "you" or "your") of the services to be provided herein. No other representation, promise, or condition shall modify this Contract unless in writing and signed by both parties. We are contractually obligated to provide you Service under this Contract in accordance with, and as allowed by state law. The parties agree as follows:

Scope of Work: MACC will perform the following services ("Service") for the Customer's air conditioning system(s) identified in the Proposal:

1. Furnish the labor and material necessary for two (2) preventive maintenance service (Fall/Spring) inspections to clean, test, maintain, and adjust the equipment for proper operation only for those units identified in the Proposal. Any additional units may be serviced by the Service Provider at their sole discretion, however, the cost of such service shall be billed to Customer separately. Maintenance services must be scheduled at least one week in advance.
2. Respond to calls for service requested by the Customer between the times of regular inspections during normal business hours 8 A.M. to 5 P.M. Monday through Friday. Special service calls will be made within 3 days after such request.
3. Furnish the necessary labor, parts, and equipment necessary for repairs that result from a service call at either: (i) a 20% discount to the existing price of billable hours and materials if you select the Bronze or Gold Protection Plans or (ii) for free up to a maximum value of \$1,500.00 if you select the Platinum Protection Plan.
4. Provide loaner (i.e. rental) equipment at customer's request if shop repairs are required and you select the Gold or Platinum Protection Plan. MACC will temporarily provide rental equipment for no more than 1 month. If the loaner equipment is kept for more than 2 months, you will be charged the replacement price for that unit or a rental fee at an amount equal to \$250.00 per month until such time as the loaner equipment is returned. MACC maintains a large inventory of loaner equipment, however, availability is based on current warehouse stock. If MACC does not have compatible equipment in stock, loaner equipment will not be provided. MACC cannot guarantee loaner equipment will be available for certain obscure air conditioning models. Loaner equipment cannot be installed until the extent of repair work for Customer's system has been determined. MACC cannot deliver and install loaner equipment on an initial site visit. Loaner units will be delivered and installed during a follow-up appointment at a later date.

Time of Work: Service Provider will perform its duties during regular business hours on the dates agreed to by the parties. Service Provider will perform its duties in such manner as to minimize inconvenience to the Customer's use of the premises.

Term. The term of this Contract is for a period of one (1) year from receipt of the Program Fee and shall automatically renew each year unless Customer provides a cancellation notice 30 days prior to the end of the term.

Payment: Customer shall pay to MACC an annual program fee ("Program Fee") for each term of this Agreement. The Program Fee will be stated in the Proposal.

You authorize MACC to make recurring charges to your credit card and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until MACC is notified by you in writing to cancel it, in such time as to afford MACC a reasonable opportunity to act on it.

MACC may change the price for the Service from time to time and will communicate any price changes to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with a price change, you have the right to reject the change by cancelling prior to the annual renewal date, which will be one year to the day from payment of the previous program fee payment. If that day would be a holiday, weekend or February 29th in a year that is not a leap year, it will be charged on the next business day

Cancellation: We may cancel this Contract at any time and without prior notice. Such cancellation, in order to be effective, shall be in writing and shall be served either personally or by written correspondence to the Customer. A pro-rated refund of the Program Fee will be returned to you. Customer may not cancel the annual program more than 30 days after signing the Contract or renewal, or after a service visit, whichever occurs first. Any mid-year cancellation will take effect the day after the last day of the current subscription.

Refund: We do not provide refunds or credits for any partial subscription periods unless it is within 30 days after signing the Contract or renewal, or after a service visit, whichever occurs first.

Transferability: This Contract is transferable to a new property owner of the covered location and/or equipment at no additional charge for the remainder of the Contract period by written request

Limitation on Work: Furniture and other items located near the equipment must be removed prior to any Service in order to provide access to the equipment. Service Provider does not move furniture or any other items. Service Provider is not liable for any damage to any furniture or any other items left near the equipment. The Service specifically does not include sleeve replacement, new installations, or replacements of existing equipment, all of which shall be at additional cost to the Customer. MACC shall not be held responsible for failure to render or perform any service and/or for failure to furnish any materials and/or supply any labor called for, or required, in the rendering of the herein Services for any reasons deemed outside Service Provider's control, and/or Service Provider's manufacturer, and/or supplier of any material or labor called for or required hereunder including the failure by Customer to move furniture and other items located near the equipment. If the Customer does not move furniture and other items located near the equipment, Service Provider is liable for failing to provide the Service in accordance with this Contract and voids any warranty provided herein.

If the equipment has been installed or maintained by anyone other than Service Provider, Service Provider shall have no obligation to service the equipment and any warranty or obligations hereunder shall be considered void.

Insurance and Waiver of Subrogation: It is understood that the Service Provider is not an insurer, that insurance shall be obtained by the Customer and that the amounts payable to the Service Provider hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Customer's property or the property of others located in Customer's premises or other premises in the building. The Customer acknowledges that this Contract does not provide for full liability of the Service Provider and agrees that the Service Provider shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, related to the Service to be provided; that if the Service Provider should be found liable for loss or damage due to negligence or any other cause, its liability shall be limited to the annual service charge, and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of the Service Provider, its agents or employees.

Customer will use its best efforts to obtain a provision in all insurance policies carried by it waiving the right of subrogation against Service Provider. In any event of loss or damage to the premises, the building or any other premises therein or any contents, the Customer shall look first to any insurance in its favor before making any claim against the Service Provider; and, to the extent possible, Customer shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against Service Provider for loss or damage within the scope of such insurance, and each party, for itself and its insurers, waives all such insured claims against Service Provider. To the extent any loss or damage is covered by any insurance policies that contain such waiver of subrogation, Customer releases Service Provider from any liability with respect to such loss or damage. In the event the Customer suffers loss or damage for which Service Provider would be liable, and Customer carries a policy or policies of insurance covering such loss or damage and containing a waiver of subrogation against the Service Provider, Customer releases Service Provider from any liability with respect to such loss or damage.

Limited Warranty and Limitations of Liability: Except as expressly stated in this Contract, the Service is provided without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and any warranties that may have arisen from ordinary course of dealing or usage of trade.

Service Provider will not be liable for incidental, exemplary or consequential damages, even if advised of the possibility of such damage. This limitation of Service Provider's liability will apply regardless of the form of action, whether in contract or tort including negligence or strict product liability. Any action against service provider must be brought within 12 months after the cause of action accrues.

Service Provider shall not be liable for any delay in performance due to causes beyond its reasonable control.

General: If either party fails to perform its obligations under this Contract or any other agreement between the parties, and such failure continues for a period of 20 days after written notice, the other party shall have the right to terminate this Contract. This Contract is the complete and prevailing agreement between the parties with respect to the subject matter herein, and there are no other understandings, oral or written. The provisions of this Contract are declared to be severable. Neither party may assign this Contract unless mutually agreed. The Contract is governed by the laws of New York. No provisions of this Contract shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification shall be in writing, signed by the party against whom it is sought to be enforced.

IN WITNESS WHEREOF, the parties have executed this Contract on the date set forth on payment authorization form.

BELL AIR CONDITIONING
MECHANICAL LLC GEOTHERMAL
HEATING

Bell Mechanical LLC
200 US-6
Mahopac, New York 10541
www.BellMech.com
845-600-8004

Dear Contract Customer,

Over the past year billions of dollars were invested in new heat pump and air conditioning systems. New York State aims to convert millions of additional homes over the coming decade.

As a result, we have seen an increase in our own demand by greater than 3x since 2020. During peak summer our inbound call volume has gone from about 200 calls a day to over 800 inbound calls.

Simply put, the demand for air conditioning services from competent providers is significantly higher than the supply.

To respond to this enormous increase in demand we have doubled our service capacity by hiring some of the best air conditioning service technicians in the industry. We have also redone our schedule to provide more emergency technician capacity.

We are also revising our contract program to give significant priority to contract customers.

As a current or past contract customer, we are offering enrollment in our new Bronze contract tier at the same rate as you paid last year. If you don't opt into the new contract program and decide to sign up later than this month, the price will be at our new rates that are approximately 40% higher.

Best,

Bell Mechanical Management Team

V1 2/24/2023

Call
Call (845) 600-8004

Email:
Sales@bellmech.com