

Membership Terms and Conditions

The following terms and conditions set forth the entire agreement between Bell Mechanical LLC, a Delaware limited liability company ("Bell", "Service Provider", "Servicer", "us", "our" or "we") and the Customer listed on the attached membership agreement (the "Customer", "you" or "your") regarding the maintenance services to be provided herein and the payment authorization therefor (together with these terms and conditions, the "Agreement"). The parties agree as follows:

- 1. Scope of Work:** Bell 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.
- 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 systems that provide both heating and cooling from the same equipment or share operating components, we require the homeowner to purchase Heating + Cooling. If Bell finds that the equipment covered under a Heating Only or Cooling Only plan either provides both functions or shares operational components with the other system, Bell reserves the right to adjust the pricing under this membership by the difference between the current coverage type and the Heating + Cooling coverage type. Bell reserves the right to bill for this difference in accordance with the payment information provided with the Plan Selection Form.
- 3. Maintenance Services:** (A) Bronze Membership provides the labor necessary for two (2) preventive maintenance service inspections to clean, test, and maintain equipment at the customer's home. Heating Only memberships under the Bronze Plan include only one (1) maintenance visit per year. 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). (B) Platinum Membership furnishes the labor necessary for two (2) preventive maintenance service inspections to clean, test, and maintain equipment, including heating, cooling, and water heater systems. Heating Only memberships under the Platinum Plan include only one (1) maintenance visit per year. Maintenance services must be scheduled at least two weeks in advance. On one annual maintenance visit, if the customer requests at least two weeks in advance, we will provide a condenser coil rejuvenation service for an accessible unit. (C) These maintenance visits do not include duct cleaning, specialty filters, or humidifiers, unless specifically called out in the Plan Selection Form.
- 4. Service Calls:** (A) Bell shall respond to service calls requested by the Customer during normal business hours, which shall be 8 A.M. to 4:30 P.M. Monday through Friday. (B) Emergency service calls will be made within three (3) days after such a request, pending availability. (C) Any additional services must be agreed upon in writing by both parties.
- 5. Trip Fee and Repair Discounts:** (A) Trip Fee: Bronze members pay a trip fee, which includes a 20-minute diagnostic. The trip fee amount is subject to change and does not include the cost of any repair. If the issue is not diagnosed within the first 20 minutes, additional diagnostic charges will apply in 30-minute increments. Platinum members do not pay a trip fee but are still responsible for any additional diagnostic charges beyond the initial 20-minute diagnostic. You authorize Bell to charge the trip fee and any applicable diagnostic fees as outlined in the Plan Selection Form. (B) Repair Discounts: Bronze members receive a 15% discount on repair quotes. Platinum members receive a 30% discount.
- 6. Emergency Calls:** (A) Emergency Calls are customers looking to get on the schedule at the next available appointment. (B) Standard Emergency Calls are calls dispatched (the time a truck leaves for a call) between 8 A.M. and 4:30 P.M., Monday through Friday. (C) Off-Hour Emergency Calls are calls dispatched after 4:30 P.M., Monday through Friday, and any time on weekends and holidays. (D) Holidays include, but are not limited to, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. (E) Platinum members do not have a minimum charge for Standard Emergency Calls before 4:30 P.M., Monday through Friday. Holidays excluded.
- 7. Condenser Coil Rejuvenation:** We will use Condenser Coil Spray or a similar cleaning product as needed.
- 8. Square Footage in Membership:** Bell's pricing is based in part on square footage. Bell determines square footage for premises by searching publicly available property records online. Bell's pricing changes by the square footage of the premises. If Bell's 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 Bell finds the home is larger than the estimate, Bell reserves 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. Bell reserves the right to bill for this difference in accordance with the payment information provided with the Plan Selection Form.
- 9. Additional Equipment:** During the Agreement term, Customer and Bell may agree to add coverage of additional or substituted equipment to the membership. If additional or substituted equipment is added to the plan during the term, you will be responsible for the full yearly difference in pricing of the additional or substituted equipment. The renewal date of the plan will not be affected by removal or addition of equipment during the pending term.
- 10. Equipment Exclusions:** This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non-moving parts such as ductwork, vessels, boiler shells, tubes, vents, flues, grilles, tower fill or refractory material. Bell shall not be required to furnish any equipment, service or materials or to perform tests, or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay any future taxes imposed by any governmental agency. However, Bell can provide these services outside the membership for an additional charge based on standard pricing.
- 11. Outside Providers:** During the term of this Agreement, if the covered equipment has been maintained, repaired, replaced, or otherwise handled by anyone other than Bell, Bell shall have no obligation to service the equipment and any warranty or obligations hereunder shall be considered void, and Bell will charge you for services related to that equipment as a non-member for the remaining term.
- 12. Term:** (A) The term of this Agreement is for a period of one (1) year from Bell's receipt of the executed Agreement and Membership Fee (as defined below) ("Initial Term") and shall automatically renew each year unless Customer provides a written cancellation notice to Bell at least 30 days prior to the end of the then-current term. (B) Renewal agreements are automatically mailed prior to the conclusion of the Initial Term. Payment is expected at the time of renewal. Upon receipt of payment of the Membership Fee and the signed renewal agreement, this Agreement shall continue for another one (1) year term. Written notice by either party must be given at least thirty (30) days before the expiration of this Agreement to notify the other party of intent not to renew.
- 13. Payment Terms:** (A) Service Fees: The Customer shall pay to Bell an annual membership fee ("Membership Fee") for each term of this Agreement. The Membership Fee will be stated in the Agreement and re-assessed annually upon the renewal of the term, subject to adjustment as provided herein. (B) Repair Costs: Costs for repairs and replacements not covered under regular maintenance shall be billed separately based on Bell's discounted rates. (C) Payment Schedule: The full Agreement price shall be due and payable immediately upon execution of this Agreement, unless otherwise agreed to between Bell and Customer. At the option of Bell, no service shall be rendered to any customer in default of payment of this Agreement or any other work performed by Bell.

(D) Payment Authorization: Bell is authorized to charge for the Membership Fee (inclusive of all renewals) and for services rendered by Bell in accordance with the payment method submitted with the Agreement. If Customer's payment information changes, Customer will promptly provide Bell with the updated payment information. You authorize Bell 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 is notified by you in writing to cancel it, in such time as to afford Bell a reasonable opportunity to act on it.

14. Price Changes: Bell may change the price of the Membership Fee or the Services from time to time and will communicate any price changes to you in advance. Bell will provide written notice of these changes at least 45 days prior. 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 and cancel this Agreement by providing written notice to Bell at least 30 days prior to the annual renewal date.

15. Customer Responsibilities: (A) Customer shall provide Bell with access to the serviced systems during regular business hours and, in the case of emergency repairs, at any time. Customer shall also remove any furniture or other items that could hinder Bell's access to the serviced systems. Bell does not move furniture or any other items. (B) Customer shall operate serviced systems according to the instructions of Bell and the manufacturer. (C) Customer shall promptly report any unusual operation of the equipment or comfort conditions. (D) Customer shall only permit authorized personnel of Bell and/or a service organization authorized by Bell to handle and operate the equipment covered by this Agreement. If the equipment has been installed or maintained by anyone other than Bell, Bell shall have no obligation to service the equipment and any warranty or obligations hereunder shall be considered void.

16. Cancellation: (A) Servicer Termination: Bell may cancel this Agreement 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. Upon cancellation, the Customer shall pay Bell for all services rendered and expenses incurred up to the date of termination. (B) Customer Termination: Customer may not cancel this Agreement more than fifteen (15) days after signing the Agreement, after renewal, or after a service visit, whichever occurs first. Any mid-year cancellation by Customer will take effect the day after the last day of the current term.

17. Refund: We do not provide refunds or credits for any partial membership periods unless this Agreement is cancelled within fifteen (15) days after signing this Agreement or after renewal, and prior to a service visit.

18. 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.

19. Limitation of Liability: (A) Bell will not be responsible nor liable for: (i) failure to render or perform any service and/or furnish any materials and/or supply any labor required in the Services due to causes beyond Bell's control, including manufacturer or supplier issues, or Customer's failure to move furniture or items near equipment; (ii) system design or maintaining design conditions through this Agreement; (iii) balancing air flow other than at the equipment; (iv) losses or defects caused by vandalism, fire, flood, wind, war, riots, strikes, labor troubles, civil commotion, negligence, acts of God, freeze ups, compressors, or heat exchangers; (v) equipment failures not due to Bell's performance or improper operation by Customer's employees, agents, or tenants; (vi) adjustments requiring structural alterations or additions; (vii) water damage, contamination, erosion, electrolysis, vibration, plumbing, stoppage, utility failures, low voltage, lighting, single phasing, or electrical abnormalities; (viii) dilution of system glycol; (ix) damage to furniture, fixtures, or property near or along the path to equipment including incidental damage during access; (x) equipment failure due to improper fuel or fuel supply; (xi) losses from failure to maintain safety systems, including refrigerant leak detectors; (xii) delays or failures caused by the foregoing or beyond Bell's control, including loss of revenue or use; (xiii) handling or removal of regulated or hazardous substances such as asbestos or certain refrigerants. If encountered, Bell may stop work until hazards are addressed and may receive extension and compensation for delay. Customer holds Bell harmless from claims due to equipment nonuse, misuse, or lack of prior maintenance. (B) Bell makes no warranties, express or implied, including merchantability or fitness for a particular purpose, or arising from trade usage. (C) If Bell is found liable for loss or damage due to negligence or other causes, liability is limited to the annual Membership Fee. This applies regardless of cause or origin related to performance or negligence by Bell or its agents or employees. (D) Bell is not liable for indirect, incidental, special, punitive, or consequential damages even if advised of possibility, regardless of legal theory. Claims must be brought within twelve (12) months after the cause arises.

20. Water Damage, Contamination and Erosion: (A) If any equipment requires water, recirculated or otherwise, it may become contaminated or cause corrosion. Bell will not be liable for damages resulting from freeze damage or insufficient glycol levels. Many factors beyond Bell's control can dilute glycol. Customer releases Bell from liability for damages due to such contamination or corrosion. (B) Bell is not liable for water damage arising from HVAC services except when directly caused by gross negligence or willful misconduct. Liability is limited to repairing the affected area and up to ten (10) square feet of adjacent materials. Bell is not responsible for matching flooring, paint, finishes, or aesthetics. Bell is not liable for damage from pre-existing conditions, system failures, acts of nature, or Customer negligence. Under no circumstances is Bell responsible for consequential, incidental, or indirect damages including mold remediation, property devaluation, or loss of use.

21. Insurance and Waiver of Subrogation: Bell is not an insurer. Customer shall obtain property and liability insurance. The amounts payable here reflect service value and limited liability unrelated to property value. Customer acknowledges Bell's liability is limited to the Membership Fee and agrees Bell is exempt from liability for direct or indirect loss related to this Agreement. Customer shall seek insurance provisions waiving subrogation rights against Bell. Customer agrees to look first to insurance before making claims against Bell. To the extent insurance policies contain subrogation waivers, Customer releases Bell from liability for those losses.

22. Force Majeure: Bell shall not be liable for delays or failure to perform due to causes beyond its reasonable control.

23. Indemnification: Customer agrees to indemnify, defend, and hold Bell and its affiliates, members, managers, officers, directors, employees, agents, successors, and assigns harmless from any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from Customer's breach of this Agreement or any negligence or willful misconduct by Customer.

24. General: (A) Entire Agreement: This Agreement is the complete and prevailing agreement between the parties regarding its subject matter, superseding all prior understandings. (B) Severability: If any provision is invalid or unenforceable, the remainder remains effective. (C) Assignment: Customer shall not assign or delegate rights or obligations without Bell's written consent. Unauthorized assignments are void. Bell may assign or delegate rights and obligations to affiliates or asset purchasers without Customer consent. (D) Transferability: This Agreement is transferable to a new property owner of the covered location and/or equipment for the remainder of the term with Bell's prior written consent at no additional charge. (E) Governing Law: This Agreement is governed by New York law. Parties submit to exclusive jurisdiction of the U.S. District Court for the Southern District of New York, or if lacking jurisdiction, the courts of New York sitting in Westchester County. (F) Amendments: Amendments must be in writing signed by the party against whom enforcement is sought. (G) Waiver of Jury Trial: Each party irrevocably waives the right to a jury trial for disputes related to this Agreement. (H) Counterparts and Electronic Signatures: The Agreement may be executed in counterparts and delivered electronically with the same legal effect as originals. (I) Effective Date: The Agreement is effective on the date set forth. Customer's payment constitutes acceptance of the terms. (J) Notices: Notices must be in writing and are deemed delivered when (a) delivered in person, (b) sent by email, or (c) sent by certified mail, return receipt requested, to the addresses on file.

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