

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.

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