

HVAC Service Agreement Terms and Conditions

This HVAC Service Agreement (hereinafter referred to as the "Agreement") is entered into existence as of July 12, 2023, by NWI Heating and Air Solutions LLC, with a business and mailing address of 2686 Willowcreek Rd, Portage, Indiana 46368 (hereinafter referred to as the "HVAC Provider"), the customer attempting to agree to a new Yearly Plan (hereinafter referred to as the "Client"), and collectively referred to as the "Parties", both of whom agree to be bound by this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the HVAC Provider to work under the terms and conditions hereby agreed upon by the Parties:

1. Services. The Client wishes to obtain the HVAC Provider's services to perform the following work (hereinafter referred to as the "Services"):

Yearly Tiered Plans :

Essential

Includes (as needed) :

1. Inspect and tighten all electrical connections and terminals.
2. Clean and adjust main gas burners.
3. Clean and adjust ignition/pilot assembly.
4. Thoroughly brush and vacuum accessible portions of heat-exchanger(s) and combustion chambers.
5. Visually inspect heat-exchanger(s) & combustion chambers for cracks, rusting, or problem areas.
6. Vacuum out blower compartment; return airdrop, and surrounding area.
(No duct cleaning)
7. Inspect the flue assembly and test flue gas drafting mechanism.
8. Test and inspect all furnace safety controls.
9. Replace or clean standard air filters.
10. Clean, level, and test thermostat.
11. Measure and record electrical voltage, amperage, and component resistance.
12. Inspect and test all system transformers, relays, contactors, and controls.
13. Inspect and test thermocouple output as well as pilot safety switch.
14. Monitor refrigerant (Freon) pressures and temperatures.
15. Test system starting and running capacitors.
16. Inspect all cooling system electrical wires, connectors, and terminals.
17. Wash and level condensing unit for proper motor and bearing wear.
18. Clean and inspect the evaporator coil and drain pan when readily accessible.
19. Test and record super-heat and sub-cooling. Then compare with factory specifications.

Deluxe

Includes all items from the Essential tier and the following Perks (as needed):

- Repairs within 48hr on stock parts. Custom parts will need to be ordered and installed as soon as possible.
- Battery Replacement (Thermostat, Smoke/Carbon Detector)
- Repair minor air leaks in the plenum and return airdrop.
- Test, record, and adjust gas pressure.

Premier

Includes all items from the Deluxe tier and the following Perks (as needed):

- Same Day Repairs on stock parts. Custom parts will need to be ordered and installed as soon as possible.
- x1 High Efficiency or x6 1" Pleated Filters
- Heat Exchanger Integrity Test
- Humidifier Pad replacement
- Chemically clean and thoroughly wash condenser coils.
- No after hours service charge (Saves \$30 per appointment)

◆◆ Installation of parts under warranty without additional charge for 1 year. Only applies to previous repairs completed by NWI Heating and Air.

Ultimate

Includes all items from the Premier tier and the following Perks (as needed):

- Same Day Repairs for stock parts w/ Priority over other Tiers
- x2 High Efficiency or x12 1" Pleated Filters
- Combustion Analyzer Test (Includes report)
- Heat Exchanger Integrity Test
- Remove and clean blower motor, drive mechanism and fan assembly.
- Adjust all dampers and set proper blower speeds.
- Perform a room-by-room, electronic carbon monoxide check of the entire house.
- Inspect and flush the Water Heater to keep free from debris and build up.
- No after hours service charge (Saves \$30 per appointment)

◆◆ Installation of parts under warranty without additional charge for 2 years after installation. Only applies to previous repairs completed by NWI Heating and Air.

The HVAC Provider shall provide, while providing the Services, that they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws, and to the best of their abilities.

2. Payment. For the Services performed under this Agreement, the Client agrees to pay the HVAC Provider a flat rate or monthly rate for each tier as follows :

Essential : \$12.99 per month or \$149.99 per year.

Deluxe : \$17.22 per month or \$199.99 per year.

Premier : \$25.88 per month or \$299.99 per year.

Ultimate : \$34.54 per month or \$399.99 per year.

The Client must have an active card on file and will automatically be placed as an auto-renew. The Client may contact the HVAC Provider at any point during the Agreement terms to have this turned off.

If the Client no longer resides at the property, the remaining balance must be paid in full or transferred to the new property. If the Agreement is paid in full and not transferred, the Agreement will stay active at the property for the remaining time.

The Client shall pay the HVAC Provider according to the schedule. If Client's payment does not process in full on the designated date(s), Client must contact HVAC Provider within 7 days or HVAC Provider reserves the right to cancel the plan at any point without refund. Any balance that remains for the Agreement will be placed as a lien on the property.

3. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the HVAC Provider. If any of the Services performed by the HVAC Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the HVAC Provider, at which time the HVAC Provider shall promptly correct such work within a reasonable time.

4. Cancellation. The Client must come to the business address with a valid ID in order to cancel the Agreement. The ID must match the identity of the Client on the Agreement.

The Client must keep the plan as long as they have a balance with the HVAC Provider if any discounts are received during the Agreement. Any discounts received during the Agreement must be paid back in full if the Agreement is terminated by the customer or the customer's actions.

4. Confidentiality. The following will be the policy concerning any confidential information shared over the course of this agreement:
The HVAC Provider acknowledges and agrees that all financial and accounting records, lists of property owned by the client, including amounts paid, therefore, client and customer lists, and any other data and information related to the client's business is confidential.

5. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.

6. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by Indiana law.

7. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms,

they shall do so in writing to be signed by both parties either in person or digitally.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures provided using HVAC Provider's contract program.