



Shaw's Comfort Club *Premium* Service Agreement

The customer, by making payment and Shaw's Incorporated by accepting payment for the Comfort Club *Premium* Service Agreement do here by agree to the following:

Terms & Conditions

1. Prior to issuing the Comfort Club *Premium* Service Agreement (hereafter referred to as the agreement), Shaw's Incorporated (hereafter referred to as Shaw's) will inspect the customer's HVAC equipment, scheduled Monday through Friday between 8:00 AM and 4:00 PM, except holidays.

- Any repairs deemed necessary must be completed prior to issuing this agreement. These repairs are billable at normal rates and must be paid before issuing the agreement.
- Should the agreement be purchased and paid for at the time of repairs, the twelve percent (12%) discount will be applied to the price of the invoice and this inspection will constitute the customer's first "Precision Tune Up". The customer will receive one more check before the customer's first year expires.
- Shaw's reserves the right to reject any agreement, if, upon inspection by our technician, equipment is found to be in poor operating condition.

2. Shaw's will provide a qualified technician to check the customer's equipment twice per contract year, scheduled Monday through Friday between 8:00 AM and 6:00 PM, except holidays.

- It is the responsibility of the customer to notify Shaw's of desired dates for maintenance; Shaw's recommends scheduling at least four weeks to six weeks in advance.
- The customer can schedule their service by calling our offices or by filling out a "Service Request" form on-line at www.shawsair.com.
- If customer cannot make a previously scheduled appointment, 24-hour notice is appreciated. If we are not able to access the customer's home for a scheduled appointment, the customer agrees to pay a \$75 "No-Show" fee.
- During prolonged extreme weather conditions - heat and cold spells - maintenance checks may be rescheduled to accommodate agreement members without heat or air conditioning.

3. The customer agrees to:

- Operate the equipment designated in the agreement according to the manufacturer's and Shaw's recommendations.
- Promptly notify Shaw's of any unusual operating conditions of the equipment.
- Schedule the customer's twice annual maintenance checks; Shaw's will not reimburse maintenance checks not scheduled within the agreement year.

- Permit only Shaw's service personnel to perform maintenance or repairs on the equipment.

4. The base price of the Comfort Club *Premium* Service Agreement is \$470.00 for one system, renewable annually.

- Additional systems will be covered at half price. For example, 2 systems will be covered for \$705.00.
- Payment may be made annually by cash, check or credit card or with monthly or annual EZ Pay.
- EZ Pay is available when paying by credit card.
- With EZ Pay, the customer can choose to be billed automatically either annually or monthly.
- The customer's agreement is automatically renewed with EZ Pay.
- While using EZ Pay, the customer may cancel the agreement by writing to Shaw's, stating that the customer would like to discontinue the customer's coverage. Upon receipt of the customer's letter, the remaining balance of the agreement year will be charged to the credit card the customer provided.

5. The effective date of this agreement is the date of receipt of payment.

- This agreement is non-refundable, in whole or in part.
- The ownership of this agreement is location-specific and transferable to a new owner for \$50, up to 30 days prior to the expiration date. Within 30 days of the expiration, the agreement is non-transferrable.
- The rates for and in this agreement may be adjusted annually at Shaw's discretion.
- Service will not be rendered under this agreement if the customer's account is not current and in good standing.

6. Upon each consecutive renewal of this agreement, the customer will earn \$50 Loyalty Bank Bucks that can be used toward the purchase of a complete system replacement.

- Loyalty Bucks accrue upon receipt of payment each consecutive agreement renewal year.
- Loyalty Bucks are not divisible or redeemable for cash upon termination or expiration of the customer's agreement.
- Bucks may only be used toward the purchase of a complete system replacement and are not eligible for use in conjunction with other discounts, specials or offers other than manufacturer or federal rebates, where applicable.
- Customer can earn a maximum of \$500 Loyalty Bucks.
- Loyalty Bucks do not expire as long as customer's agreement remains in good standing as outline in this agreement.
- Loyalty Bucks may not be transferred and cannot be accrued retroactively.
- To obtain the customer's Loyalty Bank balance, please e-mail us at customerservice@shawsair.com.

Equipment Coverage

1. This agreement includes such labor and parts as may be required to keep the following equipment in proper working order:

Fan motors
Hi-lo pressure control
Pilot burner
Relays
Contactors

Overloads
Sequencers
Condensate drain
Expansion valve
Restart delay controls

Standard thermostat & base
Fan and limit control
Blower bearings
Blower shaft/wheel
Start device

Transformer
Electrical controls

Pilot safety
Gas valve
Thermocouple

R-22 / R-410A
Fuses

2. This agreement also includes such labor and parts as may be required to keep electronic air cleaners, humidifiers and UV lights in proper working order with the exception of replacement bulbs for UV lights.

3. Compressors, heat exchangers, reversing valve, accumulators and coils covered under manufacturer's warranty will be replaced for no charge.

When a compressor, heat exchanger, reversing valve, accumulator or coil is not covered by a manufacturer's warranty, Shaw's will replace the part and the customer will be charged for the part at our normal rate, less 15%.

4. This agreement does not cover ductwork, structural supports or other sheet metal components which may deteriorate due to corrosion or rust, including dampers, registers and grills.

5. Zoning Systems and electrical power wiring or controls outside equipment cabinets are not covered.

6. All other equipment not listed or addressed herein is not covered under this agreement. Repairs needed to such equipment will be billable at regular rates, less 15%.

7. The customer agrees that Shaw's has the right to refuse replacement of parts and equipment, such as but not limited to, compressors - even if they are covered under manufacturer's warranty - in the event that replacement will not correct the problem or will cause damage to the part in question.

Repair Coverage

1. This agreement includes parts and labor for necessary repairs to covered equipment, Monday through Saturday, from 8:00 AM until 6:00 PM, except holidays.

- Repairs performed on holidays, Sundays and after normal business hours will cost \$110 per occurrence, to be paid by the customer at the time of the repair.

2. As a service agreement member, the customer will always receive priority for repairs over non-members. Every effort will be made to provide same day service to our agreement members. During high-volume periods, please understand that Shaw's must prioritize our customer service according to need.

- 1) Repairs for safety issues,
- 2) Repairs for medical needs, especially during extremely high or low temperatures and
- 3) Repairs for no heat and no cooling.

Precision Tune Up

1. Under this agreement, Shaw's will provide a qualified technician to check the customer's equipment for proper operation. Two checks per year will include the following:

Tightening electrical connections	Checking heat operation, if applicable
Checking for proper voltage and amp draw	Checking ignition sequence, if applicable
Checking electrical controls	Checking safety controls, if applicable
Checking/cleaning condensate system	Checking pilot performance, if applicable
Cleaning indoor or outdoor coil, as necessary	Checking belts for condition and tension, if applicable
Oiling and greasing motors, if necessary	
Checking refrigerant pressures, if applicable	

2. Under this agreement the filters, if provided by the customer, will be replaced or cleaned as needed during the customer's maintenance check. Otherwise, filters will be sold separately.

- 1" filters will be sold by the case (1 dozen) and shipped to customer at the customer's request.

Exclusions & Disclaimers

1. Shaw's will not cover or be held liable for the following under this agreement:

- Acts of nature.
- Work performed or materials provided by individuals or companies other than Shaw's. In the presence of such occurrences the customer agrees to immediately pay the full amount of the agreement and terminate the agreement
- Repairs to products beyond their useful life, for cosmetic purposes, or parts no longer available.
- Equipment breakdown or damage as a result of maintenance checks not scheduled within the agreement year by the homeowner or as a result of dirty or clogged filters.
- Work or changes which at some future date may be required by governments, codes or insurance.
- Freight or shipping charges for special orders, rush orders, or other parts.
- Energy or fuel costs associated with the covered equipment's operation.

2. In the event that a covered part fails and Shaw's determines that the part or equipment has surpassed its average life expectancy or service life and the repair cost is in excess of \$150, the customer must accept one of the following options:

- Equipment is no longer covered by the agreement and the agreement pricing will adjust appropriately at the next billing cycle. Future repairs to this piece of equipment will be billable at normal rates, less 15%
- Have Shaw's replace the entire piece of equipment or system and apply the \$150 credit to the cost of replacement. The \$150.00 credit may be used along with the customer's "Loyalty Bucks" but may not be combined with any other offers or discounts.

- Receive a check from Shaw's in the amount of \$150.00 in lieu of making the repair. This check voids Shaw's obligations and the customer's coverage under the agreement. No other refunds will be issued.

Average life expectancy of covered equipment is 15-20 years for a furnace, 16 for a heat pump, 10-15 for an air conditioner, 15 for a water heater and 13-21 for a boiler.

Source: *National Association of Homebuilder's Study of Life Expectancy of Home Components, Feb 2007*

3. This agreement is subject to change without notice.

- The current agreement will always be available for download on-line or by calling our office.
- The customer will be notified of any changes in costs associated with this agreement by mail or e-mail.
- The customer may update the customer's contact/account information by calling our office or sending us an e-mail at customerservice@shawsair.com and receiving a confirmation e-mail.

Upon entering into the agreement the customer agrees to the following:

- The services to be performed under this agreement are not a guarantee against obsolescence, normal wear or malfunctioning due to misuse or negligence nor shall inspections be construed as an approval or guarantee of the condition of equipment.
- Any modification of these terms and conditions, written or otherwise, renders the Agreement null and void.
- Shaw's will repair and maintain equipment covered by this agreement. However, this is not an insurance policy.
- Shaw's is not an insurer and will not be held liable for any and all special and consequential property damages due to or related to equipment or failure of same, including water damage due to leaks from condensate lines, indoor coils or water lines.
- Furthermore, Shaw's will not be held liable for a home not continuously occupied or damages that occur during an extended period of time in which a home is vacant. Upon acceptance of this agreement, the customer warrants that all work areas are free of hazards, including but not limited to, asbestos, insects, poison ivy, chemicals and mold
- The customer agrees to clear or have cleared the property of any hazards or debris that would impede or prohibit an expeditious, professional installation or repair. In the event that a hazard is discovered during the course of work, all work shall cease, without recourse, until the customer has taken proper abatement of the hazard at the customer's expense.
- Work will be performed unless postponed by strikes, accidents, extreme weather conditions or other delays uncontrollable by the Shaw's.
- If any statement or clause of this agreement is held unenforceable, it shall not negate any other clause or statement contained herein.
- Any and all accounts the customer may have with Shaw's must be current and in good standing for the agreement to remain in effect. Should in Shaw's opinion, the customer's account with Shaw's become delinquent, agreement will immediately, upon account delinquency, be suspended and shall remain so until such time as all issues have been resolved to the satisfaction of Shaw's. Any suspension shall not act to extend agreement beyond its normal expiration date.
- The customer agrees that it is the customer's responsibility to be thoroughly familiar with the terms of this agreement. Failure to read or understand the terms of the agreement does not relieve the customer from the obligations herein stated.