Capital City HVAC
Comfort Club Agreement

This Annual Service Maintenance Agreement is being made between Capital City HVAC, LLC

and: _____, for _____ residential HVAC systems

at the address of: _____.

This agreement will be made effective as of _____ and shall

expire 365 days after the date listed.

DESCRIPTION OF SERVICES: Capital City HVAC will provide the following HVAC services (collectively, the "Services"):

- 1 free fall furnace inspection and tune up.
- 1 free spring A/C inspection and tune up.
- Priority Client Scheduling.
- 10% off service bill exceeding $500.

All the services mentioned in this agreement shall be performed only at the stated property listed above.

SCOPE OF WORK. Capital City HVAC shall provide all labor and materials necessary to complete the HVAC services described above at the property. This includes routine maintenance, repairs, and parts replacement as required.

SITE CONDITIONS. The Applicant acknowledges that this Contract is based on the observations made by Capital City HVAC regarding the condition of the property. The Applicant understands that there may be hidden or unforeseen conditions, such as termite damage, hidden water damage, concealed code violations, or other concealed issues, which could not be identified through a standard inspection. If such hidden conditions are discovered, Capital City HVAC will notify the Applicant and will attempt to reach an agreement to modify this Contract (via a change order) to address these issues. Any extra labor or materials required to address these hidden conditions will not be included in the original contract price.

PAYMENT. The ***total amount of $19.99 a month or $199.00 a year,*** per system per dwelling shall be paid to Capital City HVAC upon execution of this Contract. For annual payment options the payment will be due in full at the time of signing. For the monthly payment options the payment will be required to be set up on an automatic monthly recurring payment. If the Applicant fails to make the payment when due, Capital City HVAC reserves the right to treat

such failure as a material breach of this Contract, which may result in the cancellation of this Contract or other legal remedies.

TERM. This Contract shall remain in effect for one year following the effective date, at which point the contract will auto renew for an additional one-year term. The Contract will be billed annually, and the Applicant will be charged for services for the upcoming year on the anniversary of the signing date. Our Office will reach out 14 days prior to the expiration of this agreement to inform you of the renewal.

PERMITS: Capital City HVAC shall apply for and obtain any necessary permits and regulatory approvals from the local municipal or county government for the Services provided. The cost of obtaining these permits and approvals will be included in the total payment due under this Contract. The Applicant is responsible for securing and paying for any necessary easements, variances, zoning changes, or other modifications required for the Services to be performed.

INSURANCE: Capital City HVAC shall maintain general liability insurance, workers' compensation insurance, and builder's risk insurance. Prior to commencing the work, Capital City HVAC will provide a certificate of insurance. The Applicant is responsible for maintaining insurance that covers the replacement cost of any improvements under this Contract in the event of loss due to fire, casualty, storm, or theft of materials from the site. The Applicant will provide proof of this insurance prior to the start of work.

CHANGE ORDERS: Capital City HVAC may make changes to the scope of the work during the term of this Contract. Any changes to the scope of work must be made in writing and signed by both parties and will be considered a formal "Change Order." These Change Orders will become part of this Contract. If the cost of the services in a
Change Order is not known at the time the Change Order is signed, Capital City HVAC will provide an estimate, and the Applicant agrees to pay the actual cost, regardless of whether it exceeds the estimated cost.

ACCESS. The Applicant shall provide Capital City HVAC with free access to work areas, including areas for storing materials and debris. The Applicant shall ensure that driveways are kept clear for vehicle movement during work hours. Capital City HVAC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation during work.

WARRANTY. Capital City HVAC warrants that it will perform its services in a timely and workmanlike manner, using knowledge and recommendations that meet or exceed generally accepted standards in the community and region. The materials used by Capital City HVAC will be of good quality. Capital City HVAC will maintain the manufacturer's warranties on all materials used. The warranty is limited to labor and materials for a period of one year. Capital City HVAC’s warranty excludes ordinary wear and tears, as well as damage caused by abuse or improper use by others.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

A. The failure to make the required payment when due.
B. The insolvency or bankruptcy of either party.
C. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
D. Failure to make the Services available or deliver them on time as stipulated in this Contract.

COMPLETION OF SERVICES. Upon completion of the HVAC services, Capital City HVAC will ensure that the property is restored to its prior condition and that all work areas are left broom clean and free of debris. Any areas affected by the work will be returned to a state like their condition before Capital City HVAC began work.

REMEDIES. In addition to any other legal rights or remedies, if either party defaults by failing to substantially fulfil any provision of this Contract (including, without limitation, the failure to make the required payment), the non-defaulting party may terminate the Contract by providing written notice to the defaulting party. The notice will specify the default, and the defaulting party will have 7 days from the notice's effective date to cure the default. If the default is not cured within the specified time, this Contract will be automatically terminated.

FORCE MAJEURE. If either party's performance under this Contract is prevented, restricted, or interfered with by causes beyond their reasonable control (such as acts of God, pandemics, epidemics, fire, storm, vandalism, military acts, riots, strikes, or any similar event), then the obligations of the affected party will be suspended to the extent necessary. The affected party will promptly notify the other party of the event and make reasonable efforts to avoid or remove the cause of non-performance. The parties will resume performance once the cause is removed or resolved.

ARBITRATION. Any disputes or controversies arising from this Contract shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Both parties will select an arbitrator knowledgeable in HVAC matters. If the parties cannot agree on an arbitrator, each party will select one arbitrator, and the two arbitrators will select a third. The arbitration will take place at a mutually agreed-upon location. The decision of the arbitrators shall be final and binding.

ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties concerning the subject matter and supersedes any prior oral or written agreements.

SEVERABILITY. If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. If a court finds a provision invalid but can limit it to make it enforceable, the provision will be deemed to be modified accordingly.

AMENDMENT. This Contract may be amended in writing, with the amendment being signed by the party obligated under the amendment.

GOVERNING LAW. This Contract will be governed by and construed in accordance with the laws of the State of Ohio.

NOTICE. Any notice required under this Contract shall be sufficiently given if delivered in person or by certified mail to the addresses provided in the opening paragraph, or to any other address that one party may provide to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. Failure by either party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to enforce the provision later.

SIGNATORIES. This Agreement shall be signed on behalf of Applicant and on behalf of Capital City HVAC for effective as of the date first above written.

Service Recipient

Name: _____ Date: _____

Signature: _____

Signature: _____

Service Provider
Capital City HVAC

Name: _____ Date: _____

Signature: _____