

# Home Heating Service, Inc. HVAC & Plumbing Comfort Club Membership - Terms and Conditions

**Revised Date: June 14, 2025**

Please read these Terms and Conditions carefully. By enrolling in and/or utilizing the Home Heating Service, Inc. HVAC & Plumbing Comfort Club Membership (the "Plan"), you agree to be bound by these Terms and Conditions.

## 1. Membership Agreement

This agreement is between Home Heating Service, Inc. (hereinafter referred to as "Company," "we," "us," or "our") and the member whose name is on the membership enrollment form (hereinafter referred to as "Member," "you," or "your"). This agreement outlines the terms and conditions for your participation in the Home Heating Service, Inc. HVAC & Plumbing Comfort Club Membership Plan.

## 2. Plan Benefits and Services

As a Member, you are entitled to the following benefits and services, as specified in your chosen membership tier (Aspen or Blue Spruce):

- **Priority Customer Service:** Expedited service for routine maintenance and emergency calls.
- **Discounted Service Calls:**
  - **Aspen Tier:** 10% off future HVAC & Plumbing Service Calls.
  - **Blue Spruce Tier:** 50% off today's service call (if applicable) and 50% off future HVAC & Plumbing Service Calls.
- **Discounted Repairs:**
  - **Aspen Tier:** 10% off HVAC & Plumbing Repairs.
  - **Blue Spruce Tier:** 15% off HVAC & Plumbing Repairs.
- **Plumbing Inspection:**
  - **Aspen Tier:** One-time, whole-house plumbing inspection for \$118 (non-member rate \$132).
  - **Blue Spruce Tier:** FREE one-time, whole-house plumbing inspection (non-member rate \$132).
- **Annual HVAC System Maintenance:**
  - Standard Annual Maintenance for up to 1 AC Unit.
  - Standard Annual Maintenance for up to 1 Furnace, includes Complimentary Water Heater Safety Check.
- **Additional Equipment:** Ability to add additional AC, Furnace, or Tankless Water Heater coverage for \$10 per month per piece of equipment for both Aspen and Blue Spruce tiers.
- **New Equipment Installation Discount:**
  - **Blue Spruce Tier:** 10% Off New HVAC & Plumbing Equipment Installation.

- **Flexible Visit Guarantee:** In the event of a breakdown on covered equipment prior to scheduled maintenance visits, an unused maintenance visit will be credited for that day, ensuring year-round care.
- **Extended 5 Year Labor Warranty on all Repairs:** (Blue Spruce Tier only, parts carry a minimum 1-year warranty, but will otherwise follow the part manufacturer warranty).
- **Annual Flow-Through Humidifier Pad (if applicable):** (Blue Spruce Tier only).

### 3. Membership Tiers and Pricing (Effective beginning October, 2024)

We offer the following membership tiers:

- **Aspen:** \$25 per Month
- **Blue Spruce:** \$35 per Month

Pricing is subject to change with 30 days prior written notice to the Member.

### 4. Membership Term and Renewal

- **Initial Term:** The initial membership term is month-to-month.
- **Automatic Renewal:** Your membership will automatically renew each month at the then-current membership rate.
- **Cancellation:** You may cancel your membership at any time by providing notice to Home Heating Service, Inc.
- **No Refunds for Monthly Payments:** No refunds will be given for monthly membership payments already processed.

### 5. Payment

- Membership fees are due monthly in advance.
- You authorize Home Heating Service, Inc. to automatically charge your designated payment method for recurring monthly membership fees.
- A late fee may be applied to overdue payments.
- In the event of a declined payment, we will notify you and attempt to process the payment again. If payment is not received within [Number, e.g., 10] days, your membership may be suspended or terminated.
- Memberships may be paid in full annually by contacting the office at 719-591-9777.

### 6. Service Appointments

- **Scheduling:** All service appointments, including tune-ups and inspections, must be scheduled in advance with Home Heating Service, Inc.
- **Access:** The Member must provide clear and safe access to all HVAC and plumbing systems for service.
- **Maintenance Schedule:** Standard annual maintenance for all plans is to be completed during the months of January through April and August through September. Maintenance may be completed in one or two visits depending on weather and capacity.

Home Heating Service reserves the right to alter the timing of service depending on need and availability.

- **Initial Maintenance Benefit:** You must be on the membership plan for a period of 4 months prior to receiving your first included maintenance benefit.
- **Emergency Service:** While we prioritize emergency service for members, we cannot guarantee immediate response times. Response times may vary based on demand and technician availability.

## 7. Exclusions and Limitations

The membership plan does **NOT** cover:

- Replacement or repairs: The plan covers standard maintenance, not the cost of repairs or replacement of HVAC units, water heaters, or major plumbing fixtures. The plan is not a guarantee against breakdowns.
- Consequential Damages: We are not responsible for any consequential damages arising from system failures or delays in service.
- Damage from Neglect or Misuse: Damage caused by improper use, neglect, lack of maintenance (outside of scheduled plan services), alterations, or repairs performed by third parties not authorized by Home Heating Service, Inc.
- Acts of God: Damages caused by natural disasters, fires, floods, or other events beyond our control.
- Commercial Properties: This membership plan is for residential properties only.
- Permits and Fees: The cost of any necessary permits or governmental fees associated with repairs or installations.

## 8. Warranty

- All repairs performed by Home Heating Service, Inc. are warranted for 1 year on parts and labor, unless otherwise specified by your membership tier (e.g., Blue Spruce 5-year labor warranty on all repairs). This warranty is void if repairs are attempted or performed by any party other than Home Heating Service, Inc.
- The membership plan itself is not a warranty on your equipment.

## 9. Member Responsibilities

- Maintain a current and valid payment method on file.
- Provide accurate contact information and update it as necessary.
- Schedule maintenance appointments as recommended by Home Heating Service, Inc.
- Provide a safe working environment for our technicians.
- Notify Home Heating Service, Inc. immediately of any issues or concerns.

## 10. Termination of Membership

Home Heating Service, Inc. reserves the right to terminate your membership at any time, with or without cause, by providing written notice. Reasons for termination may include, but are not limited to:

- Non-payment of membership fees.
- Abuse of plan benefits.
- Misrepresentation of information.
- Unsafe or hostile environment for technicians.
- Repeated missed appointments.

In the event of termination by Home Heating Service, Inc. for cause, no refund of membership fees will be issued.

#### **11. Limitation of Liability**

In no event shall Home Heating Service, Inc. be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the plan; (b) any conduct or content of any third party on the plan; or (c) unauthorized access, use or alteration of your transmissions or content. Our total liability for any claim arising out of or relating to these Terms and Conditions or the Plan shall not exceed the total amount of fees paid by you to Home Heating Service, Inc. under the Plan in the twelve (12) months preceding the event giving rise to the liability.

#### **12. Governing Law and Dispute Resolution**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms and Conditions or the Plan shall be resolved exclusively in the state or federal courts located in Colorado Springs, Colorado.

#### **13. Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and Home Heating Service, Inc. regarding your membership in the Plan, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

#### **14. Amendments**

Home Heating Service, Inc. reserves the right to amend these Terms and Conditions at any time. We will provide notice of any material changes by posting the updated Terms and Conditions on our website ([www.HomeHeatingService.com](http://www.HomeHeatingService.com)) or by sending you an email notification. Your continued use of the Plan after such modifications constitutes your acceptance of the revised Terms and Conditions.

## **15. Contact Information**

If you have any questions about these Terms and Conditions or your membership, please contact us at:

Home Heating Service, Inc.

1565 Tuskegee Pl., Colorado Springs, CO, 80915

719-591-9777

[service@homeheating-service.com](mailto:service@homeheating-service.com)

[www.HomeHeatingService.com](http://www.HomeHeatingService.com)