

Air Mechanical's Total Solutions Membership

Total Solution Membership Terms & Conditions

Our Commitment to You:

- **Scheduled Inspections and Preventative Maintenance:** We will inspect covered equipment and systems as scheduled and perform necessary preventative maintenance during each inspection.
- **Program Benefits:** You will receive benefits as outlined in the program description.
- **Service Priority:** Program Members receive priority service.

Your Commitment to Us:

- **Proper Operation:** Operate the equipment according to our instructions, including correctly using the thermostat(s) and regularly replacing or cleaning filters.
- **Notification of Issues:** Notify us promptly of any unusual operating conditions.
- **Authorized Service Personnel:** Only allow our service personnel or authorized service organizations to work on the equipment. Air Mechanical is not responsible for repairs made by others.

General Terms and Conditions:

1. **Agreement:** This agreement is between Air Mechanical, and the Customer listed on the Membership invoice.
2. **Scope of Maintenance:** Maintenance services include precision tune-ups, maintenance, and inspections, not intended to correct existing problems. A complete list of included measures is available upon request.
3. **Payment:** Maintenance services are prepaid. Additional repairs discovered during maintenance are payable at the time of service. Monthly payment options are required for all memberships. Repairs are billed separately at the time of service.
4. **Service Frequency:** Members receive one maintenance service annually for covered equipment that is on their plan.
5. **Service Hours:** Services will be performed during normal working hours. Repair services requested outside these hours are subject to overtime rates, with a 15% discount on after-hours repairs.
6. **Liability:** We take all reasonable precautions to avoid injury and damage while on your premises but are not liable for special or consequential damages.
7. **Transferability:** This agreement is fully transferable for its term to either a new homeowner or a new home address in our service area. Contact Air Mechanical to transfer the agreement or your membership to a new residence.
8. **Cancellation:** Participation may be canceled at any time with written notice. Program fees are non-refundable, and any outstanding balance for services used or discounts applied will be charged to the credit card on file.
9. **Governing Law:** This agreement is governed by Minnesota law. The prevailing party in a legal dispute is entitled to collect court costs and other related expenses.
10. **Service Area:** Fees are based on customers in our primary service area. Extended rates may apply to those outside this area. Air Mechanical reserves the right to define its service area and refuse service if the system has not been properly maintained or installed.

11. **Price Increases:** Air Mechanical may increase prices as necessary, with written notice given 30 days in advance.

Parts & Labor Warranty:

1. **Agreement:** This warranty represents the entire agreement and cannot be changed without written approval from Air Mechanical.
2. **Duration:** Warranties are year-to-year. A lapse in program participation terminates the warranty coverage.
3. **Coverage:** Members receive a one-year parts and labor warranty on all repairs made by Air Mechanical. Repairs are covered while on the program.
4. **Service:** Covered work will be performed by Air Mechanical. Work by others terminates the warranty.
5. **Liability:** Air Mechanical's liability is limited to the repair of failed parts. We are not liable for special or consequential damages.
6. **Exclusions:** The warranty does not cover damage from Acts of God, code changes, aesthetics, or normal wear and tear. Unauthorized repairs are not covered.
7. **Conditions:** The warranty applies to repairs/upgrades purchased from Air Mechanical, subject to the availability of parts and continuous membership participation.

Addendum: Affiliated Partner Services

1. **Scope:** Air Mechanical partners with third-party providers to offer additional services, such as appliance and fireplace.
2. **Independent Contractors:** Affiliated Partners are independent contractors. Air Mechanical is not responsible for their acts or omissions.
3. **Eligibility:** Only members with an active Total Solutions Membership with 2 or more pieces of Air Mechanical equipment on their plan can access Affiliated Partner Services.
4. **Cost and Payment:** The Annual Tune Up from the affiliated Partners is covered by the Total Solutions Membership. Additional work is the member's responsibility-and paid directly to the Affiliated Partners.
5. **Service Guarantees:** Any guarantees or warranties are provided solely by the Affiliated Partner.
6. **Limitation of Liability:** Air Mechanical is not liable for damages arising from the use of Affiliated Partner Services beyond the initial service call.
7. **Termination and Modification:** Air Mechanical can terminate access to Affiliated Partner Services at any time and may modify this Addendum with notice.
8. **Acceptance:** By using Affiliated Partner Services, members agree to this Addendum.
9. **Program Perks:** Program perks will not apply on affiliated partner services after initial benefit.

Addendum: Appliance Solutions

1. **Scope:** Appliance Solutions reserves the right to refuse work on certain brands. Appliance Solutions will not work on free standing microwaves.
2. **Service Area:** Appliance Solutions only services certain zip codes. Appliance Solutions reserves the right to refuse service on zip codes outside of their service area.

Addendum: Fireside Hearth and Home

1. **Scope:** Fireside Hearth and Home reserves the right to refuse work on certain brands.
2. **Time Window:** Fireside Hearth and Home will only perform maintenance between April 1st and August 30th.