

“The Cool Club” Service Agreement CONTRACT

Residential	Commercial
(5-Ton or less)	(5-Ton or less)
\$277 annually (includes tax)	\$377 annually (includes tax)
2 nd Unit \$177	2 nd Unit \$227
3 rd Unit \$177	3 rd Unit \$227
4 th Unit \$177	4 th Unit \$227
5 th Unit \$177	5 th Unit \$227

Mini-Split Systems: \$277 annually (1 condenser/1 head). Additional indoor heads are \$37 each (annually). Additional systems are offered at the 2nd unit discount (\$177).

Terms & Conditions:

The following are the terms and conditions for “The Cool Club” Service Agreement. Please read them carefully before signing this agreement. By signing “The Cool Club” Service Agreement, each party agrees to be bound by these Terms and Conditions.

1. Under this Agreement, we will perform 2 Maintenance checks per year. One in the Fall, and one in the Spring. These will be scheduled during normal business hours: Monday through Friday between 8:00 AM and 4:00 PM. The Spring Maintenance calls must be scheduled during March 1-May 31. The Fall Maintenance calls must be scheduled between September 1-November 30. No maintenance calls can be scheduled during PEAK season (June 1-August 31).
2. You can schedule your fall/spring maintenance check by texting us (575-885-4334), calling 575-885-4334 extension #2, or by emailing us at office@carlsbadac.com
3. You can schedule service by calling us, texting us (575-885-4334), or by completing a “Service Request” form on our website.
4. We do ask, if you need to cancel or reschedule your maintenance check, to please give us at least a 24-hr notice.
5. During prolonged extreme weather conditions – heat and cold spells – maintenance checks may be rescheduled to accommodate Agreement members without heat or air conditioning.

6. Under the conditions of this Agreement, you, as homeowner of the covered location, agree to:

A. Operate your HVAC equipment according to the manufacturers, and our technicians' recommendations.

B. Promptly notify us of any unusual operating conditions of the equipment.

C. Permit only our service personnel to perform maintenance or repairs on the equipment during your membership with "The Cool Club".

7. The base price of this Agreement is renewable annually.

8. The commitment period for "The Cool Club" Service Agreement service is 12 months, and will renew for a period of the same commitment length unless the customer notifies Carlsbad Heating & Cooling in writing (mail, text, or email) within 30 days of agreements annual expiration date.

9. By subscribing to "The Cool Club" Service Agreement, you authorize Carlsbad Heating & Cooling to bill you through your credit card company in accordance with this Agreement. You confirm you are the owner of the credit card or have permission of the owner to incur these charges.

10. The effective date of this Agreement is the date of receipt of payment.

11. This Agreement is non-refundable, in whole or in part.

12. There will be no refunds or credits for partial service. No exceptions will be made.

13. If you cancel the service before the end of your contract term, no additional discount, benefits or other Agreement features will be valid.

14. The ownership of this Agreement can be transferred to a new location upon sale of home, or transferable to a new owner within sixty (60) days of the change.

15. You agree to social media "shout-outs" for being a "Cool Club" member.

16. See Lifetime Part Warranty details below; Section 3.

Agreement Services and Benefits Defined

1. Priority Service

As a service Agreement member, you will always receive priority for repairs over non-members, generally resulting in same day/next day, or third day service. During high-volume periods, please help us take care of you by allowing us to schedule your repairs according to need: repairs for safety issues, repairs for medical needs, especially during extremely high or low temperatures, and repairs for no heat or no cooling will take priority. The Cool Club members receive priority service call appointments up to 8:00 p.m. during normal working days (no holiday), and Saturday call-outs (8am-4pm/based on technician availability) at no overtime charge (No Technicians are available on Sundays).

2. Discounted repairs

Repair services performed while this Agreement is active are provided at a discounted rate of 15% off our standard repair charges. Discount is on service tickets only; not applicable on new unit installations.

3. Lifetime Part Warranty

We offer a lifetime warranty on select non-serialized parts that Carlsbad Heating & Cooling change-out. The warranty is on the part, not on labor. The Cool Club membership must remain active with no lapses for the warranty to be valid. The repairs/parts must be done by our company, Carlsbad Heating & Cooling, to be valid. This warranty includes parts such as capacitors, contactors, transformers, relays, rescue motors, hot surface ignitor, and our Honeywell 6210 thermostats. This Lifetime part warranty DOES NOT cover OEM (Original Equipment Manufacturer) parts. The warranty is not valid on any parts that went out due to power surges, misuse, rodent/animal damage, or Acts of God.

In the event that you, the homeowner, were to sell your home; the new owners would receive the lifetime part warranty if they were to sign up for The Cool Club. If they do not sign up, the lifetime warranty would no longer apply. See the next section on transferring membership to new home.

4. Transferable

If your home is sold during your membership commitment term, Cool Club members have the option to transfer their membership to their new home, provided the new home is located in Carlsbad.

If you are moving out of state, you may transfer the remaining portion of your membership to the new homeowner within 60 days of closing. To complete the transfer, The Cool Club must be notified of the new homeowner's name and contact information.

5. Filters

Your Cool Club membership includes (2) 1" pleated filters (1-Spring, 1-Fall). You may purchase additional filters through Carlsbad Heating & Cooling at your discount of 15% off.

Exclusions & Disclaimers

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.

1. Carlsbad Heating & Cooling has the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Service, at any time, by posting modified Terms and Conditions of the Agreement to the Carlsbad Heating & Cooling website located at www.carlsbadac.com. You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of Carlsbad Heating & Cooling, or (ii) you continue to use the Service after Carlsbad Heating & Cooling has posted updates to the Agreement or to any policy governing the Service.

I have read and agree to the above Terms and Conditions, Agreement Services and Benefits, and Exclusions and Disclaimers.

Cool Club Member:

Date: _____

Customer Name: _____

Company Name: _____

Address for Service Agreement: _____

Customer Signature: _____

Carlsbad Heating & Cooling Representative:

Date: _____

Name: _____

Signature: _____

**Thank you for allowing Carlsbad Heating & Cooling
to service your HVAC needs! We appreciate you!
Welcome to “THE COOL CLUB”!!!**

Service Agreement # _____

Effective Date: _____

Transfer Date: _____

Approval: _____

Cancellation Date: _____

Approval: _____