

## **HVAC Maintenance Plans Terms and Conditions**

Please read this document carefully and keep it for reference. These terms and conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page, pertaining to the HVAC Maintenance Plan(s) that you have purchased as stated on the **Declarations Page**. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A **CLASS ACTION ARBITRATION WAIVER**). It is important that you read the Arbitration section carefully.

**What is Covered:** You are entitled to have an authorized Service Contractor visit your residence twice during each twelve-month Bi-annual Term to perform the normal maintenance services specified below, for the heating or cooling unit type covered by the Plan(s) that you have purchased.

**Furnace or Heat Pump Maintenance Plan:** (a) Inspect and lubricate bearings; (b) check heat exchanger; (c) clean and adjust burners and pilot; (d) check heat exchanger cells; (e) clean and check blower assembly; (f) check air filter; (g) check for furnace noises or vibrations; (h) check safeties are operating; (i) check heating unit venting and drafting; (j) check for carbon monoxide leaks; and (k) replace thermocouple, if needed.

**Central Air Conditioning Unit Maintenance Plan:** (a) inspect and clean condenser and, if accessible, evaporator coil; (b) check refrigerant level; and (c) check the electrical connection and AMP draw.

The Plan covers one heating or cooling unit located at the service address identified on the Declarations Page. If the identified service address has multiple heating or cooling units, a separate Plan must be purchased for each individual unit. An Bi-Annual Term of this Agreement means the initial twelve month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve-month renewal term under this Agreement. The “Effective Date” of this Agreement is listed on the Declarations Page.

In order to be covered by the Plan, your heating or cooling unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Contractor. Coverage is for owned or rented residential-use property. If your service address is a rental property, you represent that you are authorized to perform the specified services to the covered equipment. Provider may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met.

You must contact Provider to schedule each service through an authorized Service Contractor, as stated below under “How to Make a Service Call.” Central Air Conditioning maintenance services must be scheduled to be performed when the temperature is above 60 degrees Fahrenheit and no inclement weather is present or forecasted.

**What is Not Covered:** The Provider will not be responsible for performing any services not specifically listed above in “What is Covered.” Provider will not provide any replacement parts other than a thermocouple. There will be an additional charge for refrigerant, if needed. Repairs, updates, or additional testing that is identified by the Service Contractor in the course of performing specified maintenance services are not covered by the Plan and you will need to arrange for these separately.

**How to Make a Service Call:** Please follow the process described below to obtain coverage under the Plan. Provider will not reimburse you for any fees or costs of service except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider’s authorization. Unauthorized repairs may void this Agreement.

You must call **480-440-0180** to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm, Monday through Friday).

All services will be performed by an authorized technician selected by Provider from its network of approved third-party service contractors (the “Service Contractor”). Provider has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractors will be compensated. Service Contractors maybe independent contractors and not employees or agents of Provider or its affiliates, and are not authorized by Provider to perform services outside of the scope of the Plan. If you elect to retain the Service Contractor to perform other services on your behalf, you must enter into a separate agreement between you and the Service Contractor for those services with payment to be made by you directly to the Service Contractor.

You must provide the Service Contractor with safe and reasonable access to all Covered Products, and related systems and lines. The Service Contractor will submit its fees for authorized Plan services directly to Provider and you will not be required to pay the Service Contractor for authorized Plan services.

You must be current on all payments in order to be covered under this Agreement.

**Term of Coverage and Cancellation:** This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew for additional twelve-month Annual Term(s) thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan. If either you or Provider cancels this Agreement within 30 days from the Agreement’s Effective Date and you have not had service performed hereunder, you will receive a full refund of Plan payments made by you. If either you or Provider cancels this Agreement more than 30 days from the Agreement Effective Date, and you have not had service performed the Plan will terminate effective immediately without requirement for any additional payment by you. If either you or Provider cancels this Agreement more than 30 days from the Agreement Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced for unpaid months through the remainder of the current Annual Term. If you move to a new service address, this Agreement will be deemed cancelled by you.

**Price/Billing:** The amount of your monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing approximately five (5) business days after the Agreement’s Effective

Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means in which you are invoiced and billed for your services. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your ability to pay for the services, and you consent to disclosure of your customer information by your **electric utility** to third parties to the extent necessary to administer the Plan.

**Limit of Liability:** TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THREE TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN. PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S).

**Communications:** Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on [www.cmprosaz.com](http://www.cmprosaz.com).

**Assignment; Miscellaneous Terms:** This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

#### **THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:**

Except as otherwise required by law, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (2) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO

ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(2) Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and Provider also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(3) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the **American Arbitration Association ("AAA")** pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved be settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(4) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

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