



### **R Membership Agreement**

Ron's Plumbing, HVAC & Electric R Membership Agreement (the "Agreement") dated Today's date from webform ("Contract Date") between Today's date from webform to one year from today's date ("Member"<sup>1</sup>) and Ron's Plumbing, HVAC & Electric Inc. ("Ron's") shall cover the following property address entered on webform ("Covered Property").

This Agreement shall cover the primary source of heat at the Covered Property:

Heat indicated on webform (the "Covered Equipment").

R Member agrees to pay Ron's and Ron's agrees to provide R Member with the Membership Benefits for a monthly R Membership fee of \$14.99 plus tax ("Membership Fee").

### **R Membership Benefits**

("Membership Benefits").

R Membership Benefits include:

1. Priority Service. Dispatch within twelve (12) business hours of call for service. Ron's business hours are Monday through Friday, 7:00 a.m. to 5:00 p.m.
2. Waiver Service Cost. Waiver of up-front service cost payment requirement for any services to be performed, so long as R-Member's account is in good standing with no past due amounts.

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<sup>1</sup> R Membership is open to residential homeowners of single unit dwellings. Membership will not cover multi-unit dwellings or businesses.

3. No Emergency Charges. R Member will not be charged overtime or emergency fees for services performed outside business hours. Standard rates will apply. Call must be deemed by Ron's a true emergency.
4. Replacement Discount. Any new install at the Covered Property that R Member wishes to replace will receive ten percent (10%) off the total replacement cost of newly installed product through Ron's equipment.
5. Repair Parts Discount. Any parts and services at the Covered Property that R Member wishes to repair will receive ten percent (10%) off the total cost of parts and services.
6. Furnace Tune-Up. Ron's will complete one (1) annual maintenance check to Covered Property's furnace during the Agreement term. Furnace annual maintenance check will be performed in the fall. Ron's will contact the R Member to schedule each annual maintenance check. Service excludes Wood boilers and Oil furnaces.

### **Terms of Agreement**

The terms of this Agreement will commence on the date of this Agreement and will extend for a period of twelve (12) months (the "Term") on the Covered Property. For R Member's convenience and to ensure that the Covered Property is continually covered, the Agreement will automatically renew annually on the anniversary of the Contract Date ("Anniversary Date") for an additional 12-month period at the price, terms and conditions then in effect unless timely cancelled under the terms of this Agreement by either R Member or Ron's ("Contract Year").

1. Cancellation Period: R Member or Ron's may cancel this Agreement by giving notice to the other party at least 30 days before the Anniversary Date.
2. Cancellation Fees: If R Member requests cancellation of this Agreement prior to the Anniversary Date or during a Contract Year, R Member will be responsible for the full retail value of all services and repairs completed by Ron's for R Member during the Contract Year in connection with the Covered Property during that Contract Year, less any Membership Fees R Member made during that Contract Year. The retail value of the repairs will be determined based on Ron's labor rates and part(s)/equipment prices at the time of cancellation.

3. Payments: Payments are due and shall be made by monthly automatic credit or debit card withdrawal processed on the 1<sup>st</sup> of each month. By signing this Agreement, R Member asserts and authorizes Ron's to make the monthly debits. If R Member does not wish to pay by credit or debit card, cash or check may be accepted for the full Membership Fee (\$179 plus tax) for the Contract Year on or before the Anniversary Date.
4. Past-Due Accounts: If credit or debit card payments are declined, Ron's may demand immediate payment of the entire amount owed for the full Membership Fee plus the outstanding balance for services and parts. Additional services will not be scheduled or performed if R Member's account contains a past-due balance. R Member's membership may be terminated for nonpayment of account, although R Member will remain responsible for the remaining balance of the Membership Fee for the Contract Year amount and all outstanding amounts for services and parts.
5. Past-Due Service Work invoices: Client will forfeit the ten percent (10%) R-Member discount if service invoices are not paid within due terms of net 10 days.
6. Right Not to Repair: Ron's reserves the right in its professional opinion not to repair equipment and may recommend that certain equipment be replaced.
7. Availability of Parts: Ron's reserves the right to select the parts used and to restrict certain models of equipment from eligibility under this Agreement due to the availability of parts. Ron's may be unable to perform certain repairs due to the unavailability of parts from its regular parts suppliers. The unavailability of parts increases as equipment ages and parts are no longer manufactured.
8. Uncontrollable Conditions: Ron's shall not be responsible for any damage, loss, injury, or illness caused by delays, unavailable parts, labor difficulties, or any other condition beyond Ron's control. Ron's liability is limited to the cost to repair equipment at the Covered Property subject to other restrictions contained in this Agreement. In no event will Ron's be liable for special, indirect, consequential, or punitive damages.
9. Additional Costs: Service and parts not covered under this Agreement will be charged to R Member as additional costs.
10. Non-transferable: This Agreement is non-transferable and shall not be assigned by either R Member or Ron's to a third party.

11. Waiver of Warranty: All work on Covered Equipment must be performed by Ron's Plumbing, HVAC & Electric to qualify for warranty. Performing or allowing others to perform any work whatsoever on Covered Equipment, besides changing of furnace filter, will invalidate Ron's warranty.