

McQuillan HCC Terms & Conditions

TERMS AND CONDITIONS This Agreement is between the Homeowner identified in the HCC Enrollment Form ("Homeowner") and McQuillan Home Services LLC. ("Company"). Services under this Agreement are provided solely by Company and other affiliates under its direction.

TERM The initial term of this Agreement shall be for 12 months unless terminated as provided herein.

RENEWAL AND TRANSFER This Agreement shall automatically renew for successive 1 year periods at the then-effective renewal charge unless terminated by either party as provided herein. This Agreement may not be assigned by Homeowner to any subsequent purchaser of Homeowner's property.

FEES Homeowner agrees to pay the then-current Company established fees for the McQuillan Home Care Club (HCC) at annual rates. Company may increase fees with 30 days prior written notice to Homeowner. Notice may be delivered via email, and if customer fails to notify Company of a change in email address, Company cannot be held liable for customer's failure to receive notice.

PAYMENT OF FEES The fees due from the Homeowner shall be paid on the first day of each annual term for annual payment by automatic credit card or debit card. Coverage will automatically continue during the period for which fees have been paid, unless cancelled by either Homeowner or Company by giving to the other party at least 10 days prior written notice. All benefits will be suspended if Homeowner's account becomes delinquent. Coverage and benefits will resume once Homeowner brings a delinquent account current, provided Company elects to reinstate Homeowner.

SERVICE Company guarantees a response time (via phone, email or text) on Emergency service 24 hours daily, and 7 days weekly, including holidays, and will receive priority service with a response provided ahead of standard service requests. An "Emergency" is defined as the failure of the covered item, which may cause personal injury or consequential damage to property if not repaired within 24 hours of notification. For Emergency and non-emergency service requests, it is the Homeowner's responsibility to provide access to the Homeowner's property for repairs during normal business hours.

INSPECTIONS Homeowner is entitled to a free inspection of covered items to provide Homeowner a checklist of required repair work and the cost of completing the work. For HCC Members with current accounts that qualify for an inspection, Company may attempt to schedule an inspection with the Homeowner but it is the responsibility of Homeowner to contact Company to schedule an inspection.

PLANNED MAINTENANCE For HCC Members with current accounts, Company may attempt to schedule planned maintenance with Homeowner. It is the responsibility of Homeowner to contact Company to schedule planned maintenance visits. Maintenance under the Agreement will be performed during normal working hours (Monday through Friday 7 a.m. to 4 p.m.) and be scheduled at the Company's discretion, before and after peak heating and cooling seasons. Company will only perform this maintenance on working systems. The repair of non-working systems is subject to applicable fees. Provided the Homeowner schedules the maintenance work within the time period required under the manufacturer's warranty requirements, the maintenance work will satisfy the manufacturer's warranty coverage requirements.

SERVICE CALL FEE No service call fee shall be due from Homeowner for inspections described above. However, fees for additional or different services cannot be combined into an inspection or a scheduled service call fee. HCC members receive a discounted travel fee of \$29 (\$69 non-members) for all services not related to HCC 5 inspections. As an HCC Member, Homeowner will receive a discount of 10% for repairs. This discount does not apply to the replacement of equipment. Additional fees will apply for repairs outside of normal business hours. Service call fees are to be paid at the time of each repair or visit.

LIMITATIONS This Agreement applies only to a single-family owner-occupied residence. This Agreement does not cover mobile homes. Any additional services or accessories needed that are not provided by Company, are solely the responsibility of Homeowner, which may include but is not limited to cleanings of equipment or parts and filters. Company's electrical diagnostic work is limited to one hour, after which preferred rates apply. The expense incurred to gain access to Homeowner's property, or the expense or repair of damage necessary to gain access, shall be the responsibility of Homeowner, such as, but not limited to, landscaping, sheetrock, flooring, carpet, ceramic tile, bath or shower enclosures, paving, and damage to finished areas such as paint, wallpaper and cosmetic damage resulting from any repair made under this Agreement.

LIMITS OF LIABILITY The benefits set forth in this Agreement are the only obligations of Company to Homeowner under the Agreement. All other agreements, undertakings, and warranties by the Company, including but not limited to warranties of merchantability of fitness for a particular purpose are expressly excluded. This Agreement does not create, establish, or confirm any obligation of Company to any person not designated as a Homeowner hereby. Under no circumstances shall Company be liable for consequential damages arising out of its performance or claimed nonperformance under this Agreement, including but not limited to, liability for damage to property, personal injury or death. In no event will Company be responsible for any loss, damage, illness, or injury resulting from condensation, leaks, frozen pipes or drains. This Agreement is not a contract of insurance.

TERMINATION AND CANCELLATION This Agreement may be cancelled by Company: 1) for Owner's failure to pay Agreement or Service Call Fees when due; or 2) in the event the Homeowner's property is determined to be unsafe, and conditions are not corrected within 30 days of notification in writing by Company of such conditions; or 3) by Company at any time at its discretion.

ENTIRE AGREEMENT This Agreement and the information on the HCC Enrollment Form constitute the entire agreement between the parties. No oral representation applies. This Agreement is not effective until the annual payment is made or until Homeowner's execution of a monthly payment plan.