Service First Heating & Air Conditioning Maintenance Agreement Terms and Conditions

1. Agreement Overview:

This Maintenance Agreement ("Agreement") is entered into between Service First Heating & Air Conditioning ("Service First," "we," "us," or "our") and the customer ("Customer," "you," or "your") for the provision of HVAC and plumbing maintenance services as described in the chosen plan (the "Plan"). By enrolling in a Plan and making the first payment, you agree to be bound by these Terms and Conditions.

2. Plan Details:

The specific services included in your Plan, the monthly payment amount, and the term of the agreement are outlined in the enrollment form or agreement provided to you at the time of purchase. It is your responsibility to review these details carefully. Services not specifically listed in your Plan will be billed separately at our standard rates.

3. Payment Terms:

* Recurring Billing: Your chosen payment method will be charged automatically on a monthly basis, on or around the same date each month, as specified during enrollment.
* Payment Methods: We accept credit cards, debit cards, ACH.
* Late Payments: If a payment is not received within 10 TEN days of the due date, a late fee of $25 may be applied. We reserve the right to suspend services for non-payment.

4. Term and Renewal:

This Agreement is for a 12-month term and will automatically renew on a 12-month basis after the initial term unless you provide written notice of cancellation at least 10 days prior to the renewal date.

5. Cancellation:

* Customer Cancellation: You may cancel this Agreement by providing written notice to Service First at least 10 days prior to your next billing date.
* Cancellation by Service First: We reserve the right to cancel this Agreement for reasons including, but not limited to, non-payment, abuse of services, or unsafe working conditions.
* Balance Due Upon Cancellation: In the event of cancellation by either party, the full remaining balance of the Agreement term becomes immediately due and payable. This is not a penalty, but rather the agreed-upon payment for the services contracted for the entire term. This provision ensures that Service First is compensated for the commitments and resources allocated to your maintenance plan.
* Refunds: No refunds will be issued for partial months of service.

6. Services:

* Scheduled Maintenance: We will perform the maintenance services outlined in your Plan during our normal business hours. We will make reasonable efforts to schedule appointments at your convenience.
* Emergency Service: Plan members receive priority service for emergency repairs. "Emergency" is defined as no cooling in summer prior to 9pm, major plumbing leak

that cannot be stopped by shutting off main water line or system.
* Exclusions: This Agreement covers only the maintenance services specifically listed in your Plan. Repairs, replacements, and services outside the scope of your Plan will be billed separately. exclusions, e.g., pre-existing conditions, acts of God, misuse.
7. Access to Equipment:
You are responsible for providing safe and reasonable access to your HVAC and plumbing equipment for maintenance and repair services.
8. Liability:
Service First will not be liable for any damages or losses beyond the reasonable control of Service First. Our liability is limited to the amount you have paid to us under this agreement.
9. Governing Law:
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. Entire Agreement:
This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements, whether written or oral.
11. Contact Information:
Service First Heating & Air Conditioning
255 Boca Grande Blvd Punta Gorda, Fl 33950
239-935-7771
Brandi@Servicefirstfl.com
Please read these Terms and Conditions carefully before enrolling in a Maintenance Plan. By enrolling, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.