



Service Pro Service Agreement

Heating, Air Conditioning & Plumbing Services

The following Terms and Conditions Constitute the Agreement pursuant to which Brock's Heating & Air Conditioning & Gas Services, LLC ("Brock's") customer named below ("the customer") agrees to purchase the Service Pro Service Agreement ("Plan") for the one year period ("Term") beginning on the date shown beside the customers signature below.

Name: _____ Address: _____

Signature: _____ Plan Start Date: _____

NO EMERGENCY SERVICE FEES

If you are in need of emergency service, no matter what time of day or night that you call, you will not pay a premium fee. You will receive the same quality service as always but pay only from the standard pricing menu!

DISCOUNTS

You will receive a discount of up to 15% off your total service for as long as our Service Pro relationship remains in effect.

TRANSFERABLE

Your Service Pro agreement can either be transferred to your new home, or to the buyer of the home you are selling. It's your choice!

PRIORITY SERVICE

As a Service Pro Member, your job will be scheduled as a leading priority.

A TRUSTED PROFESSIONAL ON YOUR HOME SERVICE TEAM

Your technician is not only trained to care for your equipment, he's trained to care for you and your home. You'll take comfort in knowing our technicians are drug-tested and background checked; first rate providers are all we'll allow in your home.

100% SATISFACTION GUARANTEE

We promise your complete satisfaction – GUARANTEED! If you are not fully satisfied, let us know and we will make it right.

Please fill out the form below, remove at perforation, And return to Brock's in the envelope provided.

CONDITIONS, OVER>>

Brock's Heating [] Yes, please sign me up for the Service Pro Service Agreement, Annual Payment _____ Bill Me Monthly _____

PO Box 398
Fairfax, VT 05454 Name: _____ Address: _____

Phone(802)849-2466 Signature: _____ Plan Start Date: _____

email: info@brocksheating.com
www.brocksheating.com

Payment Options:

Check Enclosed [] Bill Me [] Charge my Credit/Debit Card []

Card Type (circle one): MC Visa Discover

Card Number: _____ Exp Date: _____

CCV Number: _____ Zip Code for Card: _____

Brock's Heating & Air Conditioning & Gas Services, LLC USE:

Approved for the year ending: _____

Approved and inspected by: _____

Service Pro Service Agreements

Platinum Package \$40/month \$480/year

- Single Heating System Plan
- Single A/C System Plan
- Plumbing System Plan
- Smoke & Thermostat Battery Plan(Twice a year)

Gold Package \$35/Month \$420/year

- Single Heating System Plan or Single A/C System Plan
- Plumbing System Plan
- Smoke & Thermostat Battery Plan(Twice a year)

Silver Package \$30/month \$360/year

- Single Heating System Plan or Single A/C System Plan
- Plumbing System Plan

Bronze Plans

- Single Heating System Plan: \$20/month \$300/year
- Single A/C System Plan: \$20/month \$300/year
- Plumbing System Plan: \$15/month \$180/year

Additional Options

- Air filters delivered & installed(basic blue) \$10/month \$120/year
- Water filters delivered & installed(basic 5 micron) \$10/month \$120/year
- Smoke & Thermostat Battery Plan(Twice a year) \$10/month \$120/year

Conditions

1. **Term of this agreement:** The Agreement shall continue for one year from the Plan Start Date and shall automatically renew for successive one year periods thereafter following the annual tune up, unless cancelled by either party at the time of notice in writing mailed to the other party. The Customer is responsible for calling Brock's to schedule their annual tune-up within 30 days of the end date. This Agreement may be terminated upon 15 days prior written notice if the Customer fails to pay the applicable Service Pro Service Agreement price when due. This Agreement will terminate without refund at Brock's option if the Customer's heating equipment is serviced by any party other than Brock's. A pre inspection of the equipment is required and it is the sole discretion of Brock's as to the condition and availability of coverage for the equipment. A one time \$25 pre inspection is required on all heating equipment prior to initial commencement of the Plan.
2. **System coverage:** This Agreement provides coverage for one piece of heating equipment (furnace or boiler), A/C equipment, plumbing system or a combination of each provided that the equipment has been inspected and approved for coverage by a Brock's technician. Brock's will not service equipment that is obsolete, inaccessible, in poor condition or poorly installed. Brock's makes these determinations in its sole and unrestricted discretion.
3. **Workmanship:** The standard of workmanship hereunder shall be that which is reasonable and customary to the industry.
4. **Warranties:** Brock's makes no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, except as expressly set forth herein.
5. **Refusal of service:** Brock's reserves the right to refuse service ("Red Tag") for any unit that it determines is unsafe, obsolete or otherwise violates this section. Brock's may turn off a Red Tagged unit. It is the Customer or equipment owners responsibility to keep a Red Tagged unit off until all necessary repairs or replacements are made. The Customer or equipment owner shall indemnify and hold harmless Brock's for any lawsuit, claim, loss or costs related to Red Tagged equipment.
6. **Customer Status:** The Service Pro Service Agreement is available only to Customers who are in good standing and have current account balances.
7. **Liability:** Brock's shall not be liable for failure or delay to provide the service called for under this Agreement if such failure or delay results from: strike or other labor disturbance, fire, flood, lightning, act of God, supply shortages, unattended homes, blown fuses, defective air filters, thrown circuit breakers, outdoor tanks, concealed parts or equipment, governmental laws or other regulations, supplier's inability to supply parts, or failure of Customer's supply of electricity or water. Brock's shall not be liable for product losses, oil run outs or lack of product, failures of oil or gas units or parts, related piping, appliances, tank or line leaks, environmental or other property contamination or loss, claims, damages, losses, costs or injuries to persons or property, operation or non-operation of equipment, unless directly resulting from the sole negligence of Brock's. The Customer's sole remedy is a refund of fees paid to Brock's. Brock's shall not be liable and the Customer shall not seek consequential, special, incidental, indirect or punitive damages for any reason.
8. **Customer responsibilities:** Brock's shall not be liable under this Plan for the Customer's failure to use ordinary care in the operation of equipment, including but not limited to: the Customer's failure to keep adequate water in boiler (if applicable), LP, oil or kerosene in tank, replace air filters, or to turn on the

main switch, or any other cause related to normal operation of heating equipment or which may affect Brock's ability to fulfill its obligations under the terms of this Plan.

9. **Transferability:** This Plan may be transferred to new occupants at the service address specified on the reverse side of this page, with prior approval by Brock's. Payments made under this Plan are not refundable.

10. **Payments:** Payments will be charged monthly or yearly and will auto-renew unless customer provides written notice opting-out of service.