



Membership Terms and Conditions

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE SIGNING THIS AGREEMENT. By signing this agreement, you signify your agreement to the terms listed below. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes on our website: www.allhoursheatcool.com

ROUTINE MAINTENANCE SCHEDULE

Your Safety Inspection or Precision Tune-Up on your equipment is covered for 12 months from the date on the front of this form. These will be performed during the months of January, February, March, April, August, September, November & December during the hours of 8:00 A.M. to 5:00 P.M., Monday through Saturday. Saturday scheduling is to be made at our discretion.

CREDIT CARDS

All Hours Heating & Cooling, LLC takes your privacy seriously, including the security of your payment information. Your information will be used solely for internal purposes and will not be shared with anyone.

MEMBERSHIPS / BILLING

If you open a Service Agreement Membership with us, you hereby agree to pay all charges to your account, including applicable taxes in accordance with billing terms in effect at the time the charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for your membership and institute new fees, charges, or terms effective only on your annual renewal date. We reserve the right to terminate any account at any time for any reason.

Please Note: Your Membership is a 12 month agreement that will be automatically renewed and your credit card account will be charged each month, unless you cancel the subscription prior to the renewal date. You may cancel your membership by mailing a letter of cancellation to: All Hours Heating & Cooling, LLC 12120 State Line Rd. #162 Leawood, KS 66209 Attn: Membership

When you request termination, there is no refund for any unused portion of the current membership. In the event that services rendered or discount given exceeds the monthly payments made, you agree to reimburse All Hours Heating & Cooling LLC in full prior to cancellation. You acknowledge and agree that the authorization to charge your credit card for services shall automatically continue until all charges have been paid in full. This agreement can be transferred only with the express approval, in writing, from All Hours Heating & Cooling, LLC.

Your right to service is subject to any limits established by All Hours Heating & Cooling, LLC or by the Customers credit card issuer. If payment cannot be charged to your credit card or the charge is returned for any reason including chargeback, All Hours Heating & Cooling, LLC may suspend or terminate your membership, thereby terminating this Agreement and obligations of All Hours Heating & Cooling, LLC hereunder.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE FAILURE TO USE, ANY SERVICES PROVIDED UNDER THIS AGREEMENT. IF APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, (WHETHER IN CONTRACT OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR YOUR CLUB MEMBERSHIP.

TERMINATION

This agreement is for 12 months and it will renew automatically unless you cancel the subscription prior to the renewal date. Cancellations will be subject to the rules under Membership / Billing.

Customer Signature:	Date	
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