

## Benefits

**24/7/365 Priority Service** – Customers are entitled to 24/7/365 Emergency Service and may request service at any time, including nights, weekends, and holidays, in the event of a qualifying emergency. An **emergency** is defined as a condition that poses a health risk, a threat to personal safety, or a likelihood of property damage if not addressed promptly. Issues related solely to comfort or convenience do not qualify as emergencies and will be addressed during regular business hours.

**Trip & Diagnostic Fees Discount** – Includes technician travel to the service location and up to 30 minutes of diagnostic time. Diagnostic is considered any work necessary to diagnose the problem, without replacing any parts or completing any repairs. If the diagnostic cannot be completed in the designated time by one person or requires major disassembly or use of specialty tools, then additional charges may apply.

**Parts & Repairs Discount** – Members receive a discount on flat-rate parts and labor for qualifying repairs performed during service visits. This discount does not apply to equipment replacements, system upgrades, new major installations or any service classified as a capital improvement. Equipment replacements, system upgrades, major new installations, and capital improvements that fall outside the scope of the standard parts and repairs discount shall be excluded from said discount. These services shall be provided only upon acceptance of a formal job proposal issued by an authorized sales specialist.

**After Hours/Holiday/Weekend Discount** – For the purposes of this Agreement, “after-hours” shall refer to any period outside of the Company’s standard business hours. Standard business hours are defined as 8:00 AM to 4:30 PM, Monday through Friday, excluding recognized holidays. Accordingly, “after-hours” shall include any time from 4:30 PM to 8:00 AM on weekdays, all hours on Saturdays and Sundays, and all hours on recognized holidays.

**Select Parts Discount During Maintenance** – Parts from approved list must be installed at the time of maintenance to qualify for the discount. Discounts do not apply if a return visit is required.

**Oil Fueled Equipment Parts Discounted:** Burner Coupling/Drive Key, Burner Fan (wheel)\*, Burner Flange Gasket, Burner Head/Turbulator, Burner Blast Tube, Burner Motor (up to ½ HP)\*, CAD Cell Assembly, CAD Cell Eye, Delayed Oil Valve/Solenoid Valve (standard), Delayed Oil Valve Coil, Electrodes (standard), Porcelains, Fuel Pump\*, Ignition Leads (Buss Bars), Ignition Terminals, Ignition Transformer/Igniter\*, Nozzle (Up to 2.5 GPH), Nozzle Assembly\*, Nozzle Line, Oil Filter Cartridge, Oil Filter Complete\*, Primary Control\*

\*denotes one per year

**Gas Fueled Equipment Parts Discounted:** Ignitor, flame sensor, pressure switch, limit switches, burners, orifices, vacuum drain tubing, condensate pump, and drains

**Electric Fueled Equipment Parts Discounted:** Contactor, capacitor, refrigerant, high and low pressure switch (not including recovery, reclaim, recharge if required), condensate pump, condensate drains

**Workmanship Warranty** – Mirabito provides a lifetime workmanship warranty for the life of the equipment, in the event the Seller fails to install the equipment in accordance with established industry standards. In the event of improper installation, Seller will reinstall the equipment correctly and shall reimburse the buyer for any associated damage to new or existing equipment. This Warranty is non-transferable and is only available to the original purchaser. In the event of post-installation issues with the equipment, Seller warrants the cost of labor to repair such equipment for a period of one year unless specified differently on the original sales proposal. The cost of replacement parts is not warranted by Seller but will generally be covered by applicable manufacturer warranties.

**Monthly or Annual Payments Terms Offered** – Charged monthly or annually, based on date of purchase

Membership payment term options are monthly or annually. Monthly payment plans require an active automatic payment method on file, either via ACH or credit card. All memberships are for a 12-month term, regardless of the payment frequency selected. Payment processing dates will vary based on date of purchase. The total membership price remains the same regardless of whether payment is made monthly or annually.

**Loyalty Discount On Equipment Purchases:** A two percent (2%) loyalty discount shall apply to new equipment purchases, system upgrades, major new installations, and capital improvements, provided such work is presented as part of a formally quoted job by an authorized sales specialist. The proposal shall include detailed scope of

work, pricing, and any applicable discounts, including the loyalty discount where eligible. Such work shall be performed only upon acceptance of the proposal, which shall clearly itemize the scope of work, pricing, and any applicable discounts.

### **Transferable With Home Sale:**

Memberships do not automatically transfer with the sale of a property. The seller must notify the Company, and the buyer must establish a new account with the Company, including completion of a soft credit check. Transfer is subject to Company approval.

### **Platinum Oil Parts Coverage Add On Option:**

Repairs are covered only for the listed parts. For all other work, repairs will be billed at our standard flat rate pricing, with membership parts & repair discount applied. All services and repairs are subject to a trip & diagnostic fee with applicable membership discounts, unless explicitly stated.

### **Covered parts/repairs:**

Burner Coupling/Drive Key, Burner Fan (wheel)\*, Burner Flange Gasket, Burner Head/Turbulator, Burner Blast Tube, Burner Motor (up to ½ HP)\*, CAD Cell Assembly, CAD Cell Eye, Delayed Oil Valve/Solenoid Valve (standard), Delayed Oil Valve Coil, Electrodes (standard), Porcelains, Fuel Pump\*, Ignition Leads (Buss Bars), Ignition Terminals, Ignition Transformer/Igniter\*, Nozzle (Up to 2.5 GPH), Nozzle Assembly\*, Nozzle Line, Oil Filter Cartridge, Oil Filter Complete\*, Primary Control\*

\*denotes one per year

### **Annual Preventive Maintenance Tune Up Includes:**

A tune-up will be performed once per year during regular working hours. A tune-up includes:

#### **Fuel Oil Equipment Preventive Maintenance Tune-Up:**

The following parts are included with a residential tune-up: new oil filter, new oil burner nozzle, and new pump screen, if applicable.

- Install oil filter, burner nozzle, and pump screen, if applicable.
- Clean and check electrodes and nozzle assembly.
- A safety and operation check on all operating controls.
- Inspect and clean the combustion chamber.
- Inspect and clean the flue pipe, from the equipment to the breach of the chimney.
- Inspect, clean, and lubricate all motors on burners, fans, and circulators, if necessary.
- Inspect and clean the blower wheel and return duct.
- Check belts and adjust tension.
- Inspect air filter; replacement of filter is an additional charge.
- Calibrate the system for efficiency, perform an efficiency test, and test the operation.
- Clean exterior of the unit.
- Inspect fuel tank (above ground only) and fuel lines for leaks and signs of wear.
- Additional parts and labor necessary to complete the tune-up will be billed at our normal flat rate pricing, with applicable membership discounts.

#### **Gas Equipment Preventive Maintenance Tune-Up:**

Parts are not included. If parts and repairs are necessary, they will be billed at our standard flat rate pricing, with a membership parts & repair discount applied.

- Check thermostat set up, operation, and batteries if applicable.
- Clean and check the ignition system
- Clean and check burners and orifices.
- Inspect and clean the flue pipe and intake, from the equipment to the breach of the chimney or exterior if direct vented.
- Clean and check all drain lines, vacuum ports, and condensate removal system.
- Inspect the interior and exterior of the heat exchanger for wear.

- Inspect, clean, and lubricate all motors on burners, fans, and circulators, if necessary.
- Inspect and clean the blower wheel and return duct.
- Check belts and adjust tension.
- Inspect air filter; replacement of filter is an additional charge.
- Check all electrical components, safety, and controls.
- Calibrate the system for efficiency, perform an efficiency test, and test the operation.
- Inspect the fuel tank (above-ground only) and fuel lines for leaks and signs of wear.
- Clean the interior and exterior of the unit.
- Additional parts and labor necessary to complete a tune-up will be billed at our standard flat-rate pricing, with applicable membership discounts.

### **Electric Equipment Preventive Maintenance Tune-Up**

Parts are not included. If parts and repairs are necessary, they will be billed at our standard flat-rate pricing, with a membership parts and repair discount applied.

- Check thermostat
- Check all electrical connections
- Check the system for leaks.
- Check the air distribution system
- Check air flow and filtration system.
- Test system performance.
- Test all safeties.
- Check refrigerant levels.
- Test the compressor, capacitor, and contactor,
- Clean and test the condensate removal system, including the condensate pump and all drain lines.
- Clean interior and exterior of indoor and outdoor units.
- Clean and check all blowers, motors, and bearings.
- Check the complete operating cycle.
- Inspect and clean the blower wheel and return duct.
- Inspect air filter; replacement of filter is an additional charge.

### **Indoor Air Quality Preventive Maintenance Tune-Up**

Check the control setup and operation.

- Inspect air filter; replacement of filter is an additional charge.
- Clean washable/reusable filters
- Check air flow and filtration system.
  - Clean and test the condensate removal system, including the condensate pump and all drain lines.
  - Clean interior and exterior of unit.
  - Check the complete operating cycle.
- Additional parts and labor necessary to complete the tune-up will be billed at our normal flat rate pricing, with applicable membership discounts.

### **Meets Equipment Warranty Requirements<sup>3</sup>**

Manufacturers of HVAC equipment typically require that a qualified HVAC company or service technician perform annual maintenance. Failure to meet this requirement may result in the manufacturer's warranty being voided. Mirabito's service memberships comply with these requirements by including a preventive maintenance tune-up. Mirabito cannot guarantee that the manufacturer's warranty will remain valid, as final decisions regarding warranty validity are made solely by the manufacturer.

### **Ductless Additional Heads or Air Handler Add-On Option:**

Parts are not included. If parts and repairs are necessary, they will be billed at our standard flat rate pricing, with a membership parts & repair discount applied.

- Check thermostat
- Check all electrical connections

- Check the system for leaks.
- Check the air distribution system
- Check air flow and filtration system.
- Clean washable/reusable filters
- Test system performance.
- Test all safeties.
- Clean and test the condensate removal system, including the condensate pump and all drain lines.
- Clean interior and exterior of indoor units.
- Clean and check all blowers, motors, and bearings.
- Check the complete operating cycle.
- Inspect and clean the blower wheel and return duct.
- Inspect air filter; replacement of filter is an additional charge.

## Addendum: Required Terms and Conditions – NYS HVAC Service Contracts

### Required Terms and Conditions for HVAC Service Contracts – NYS Compliance Addendum

#### 1. Contractor License and Compliance with Law

The Company affirms that it holds all required licenses, registrations, and permits necessary to legally operate as an HVAC contractor in New York State. All services performed under this agreement shall be completed in accordance with all applicable federal, state, and local laws, codes, and regulations.

#### 2. Consumer Rights and Cancellation Policy

You may cancel this contract without penalty within three (3) business days of signing. To cancel, you must notify the Company in writing at the address listed on the first page of this Agreement, postmarked within three business days.

#### 3. Limitation of Liability

The Company shall not be liable for indirect, incidental, or consequential damages. Liability for direct damages shall not exceed the amount paid by the Member for the applicable service.

#### 4. Force Majeure

The Company is not liable for failure to perform due to events beyond its control, including but not limited to acts of God, weather events, labor disputes, supply shortages, or governmental restrictions.

#### 5. Warranty Disclaimer (Except as Specifically Stated in This Agreement)

Except as expressly stated in this Agreement—such as the Workmanship Warranty provided above—the Company makes no other warranties, express or implied. This includes, but is not limited to, warranties of merchantability or fitness for a particular purpose. All manufacturer warranties on equipment or parts will be passed through to the customer when available, and the Company will assist the customer in submitting claims under such warranties when applicable. *(put in Warranty Section)*

#### 6. Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved exclusively through binding arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures. The arbitration shall be conducted in Broome County, New York. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

To the extent any claim is not subject to arbitration, the parties consent to the exclusive jurisdiction of the state and federal courts located in Broome County, New York for the resolution of such claims. The parties waive any objections to personal jurisdiction or venue in those courts.

#### 7. Non-Assignment

This contract may not be assigned or transferred by the Member without prior written consent of the Company. *(put in Transferable with Home Sale Section)*

#### 8. Insurance

The Company maintains general liability and workers' compensation insurance in accordance with New York State law. Proof of coverage is available upon request.

#### 9. Independent Contractor Status

The Company and its employees are independent contractors and shall not be considered employees, agents, or partners of the Member.

#### 10. Entire Agreement and Modifications

This contract represents the entire agreement between the parties and supersedes all prior agreements. Any changes must be in writing and signed by both parties.

#### 11. Automatic Renewal

This Agreement shall automatically renew for successive one-year terms at the end of the initial term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the current term. The Company reserves the right to adjust membership pricing upon renewal, provided notice of such pricing changes is given at least thirty (30) days in advance of renewal. All other terms and conditions shall remain in effect during the renewal term unless otherwise agreed in writing. *(put in Monthly or Annual Payments Terms Offered section)*