

FLORIDA AC WARRANTY SERVICE AGREEMENT

1. INTRODUCTION

This Service Agreement (“Agreement”) is entered into between the undersigned Client (“Customer”) and Florida AC Warranty LLC (“Company”), for the purpose of providing warranty coverage for repair and replacement of air conditioning and heating systems located at the Customer’s designated property. By enrolling in this program, the Customer acknowledges and agrees to all terms set forth in this Agreement and expressly authorizes the Company to initiate monthly billing in accordance with the payment terms described in Section 11.

2. ELIGIBILITY

Eligibility for coverage under this Agreement is limited to air conditioning and heating systems that are 15 years old or newer. Each system must be enrolled individually, and coverage is applied on a per-system basis. If the Customer has multiple systems, each must be enrolled under the same plan tier to maintain consistent coverage. The Company reserves the right to perform an initial inspection of all covered equipment during the first scheduled preventative maintenance visit, during which the condition, model number, and serial number of each unit may be recorded for verification and eligibility purposes.

3. PLAN OPTIONS AND PRICING

The Company offers two service plans—**Basic**, and **Pro**—each with its own pricing structure and service request fee. The **Basic Plan** is billed at \$40 per month and includes a \$100 service request fee per incident. The **Pro Plan** is priced at \$75 per month with a reduced \$50 service request fee. All pricing is applied **per system**, meaning that properties with multiple systems must enroll and pay separately for each unit under the selected plan tier. Regardless of the plan chosen, enrollment includes **one complimentary preventative maintenance visit** to assess system functionality and establish baseline eligibility.

4. COVERED COMPONENTS

Plans include coverage for parts and labor on various components of air conditioning systems, categorized by equipment type. For **air handlers**, covered parts include the blower motor, capacitor, heat strip, fan relay, contactor, evaporator coil, TXV (thermostatic expansion valve), drain pan, control board, float switch, and electrical disconnect. For **condensers**, the plan covers the compressor, fan motor and blades, capacitor, hard start kit, contactor, service valves, Schrader valves, reversing valve (for heat pump systems only), control board, and electrical disconnect. In systems equipped with a **gas furnace**, coverage includes the blower motor, capacitor, fan relay, control board, hot surface igniter or gas pilot, thermocouple, gas valve, inducer motor, negative pressure switch, and exhaust/flue damper. **Miscellaneous components**

covered under this agreement include the thermostat, zone damper and motor, zone control board, and condensate pump.

Exclusions apply to certain components, including UV lights, which are not covered under any plan. In addition, a \$20 per pound **refrigerant charge** applies to all refrigerant types and plans.

5. SERVICE REQUESTS

Customers are required to notify the Company promptly upon identifying issues with their system. A **service request fee** will be charged for each incident, as defined by the selected plan. Service is available during the Company's normal business hours, which are Monday through Friday, 8:00 AM to 5:00 PM. Requests for **emergency or after-hours service** may incur additional charges, which are not covered under this agreement.

6. SYSTEM REPLACEMENT POLICY

If a covered system is deemed non-repairable by the Company, a replacement will be provided in accordance with the plan terms. Replacement equipment will be either **Ducane** (for central systems) or **Airdach** (for ductless mini-split systems). Replacement systems will be matched to the existing system in terms of tonnage and system type and will meet the minimum SEER rating required by Florida state regulations.

The customer will be responsible for a **replacement deductible**, based on the system type and size. For central systems, the deductible is \$1,500 for 1.5-ton units, \$3,000 for 2–3-ton units, \$3,500 for 3.5-ton units, and \$4,000 for 4–5-ton units. For ductless mini-split systems, the deductible is \$1,000 for units ranging from 9,000 to 18,000 BTUs and \$1,500 for units ranging from 24,000 to 36,000 BTUs.

System replacements do not include new refrigerant line sets, ductwork, air handler stands/platforms, condenser pads, or thermostats unless the thermostat has failed and is a covered component under the plan. Existing refrigerant line sets will be flushed and pressure tested prior to the installation of any replacement unit.

7. EXCLUSIONS

This warranty agreement does not cover air conditioning systems older than 15 years. Also excluded are cosmetic damage, structural modifications, and any damage resulting from natural disasters, pest infestation, neglect, vandalism, or improper installation. Repairs required to bring the system into code compliance or fix unauthorized modifications are not covered. Additionally, the warranty excludes non-covered accessories such as UV lights, humidifiers, and other add-ons not specifically listed under the covered components.

8. LIMITATION OF LIABILITY

The Company's liability is strictly limited to the repair or replacement of covered components and shall not exceed the fair market value of the equipment. Under no circumstances shall the Company be liable for indirect, incidental, or consequential damages, including but not limited to discomfort, loss of use, or interruption of business or personal activities.

9. TERM, RENEWAL & CANCELLATION

This agreement is structured as a month-to-month contract, with automatic renewal occurring on the 1st of each month. Customers wishing to cancel must initiate the cancellation process by phone, in order to verify identity and discontinue future payments. No refunds will be issued for any unused portion of the billing cycle in which cancellation occurs.

10. PAYMENTS & BILLING

Monthly service charges will be automatically billed to the credit or debit card authorized and maintained on file by the Customer. Enrollment in the program requires the Customer's consent to recurring monthly billing. Failure to maintain a valid payment method or provide updated payment information in the event of a declined transaction may result in the immediate suspension or cancellation of the warranty coverage. All payments are securely processed through an integrated system with **Chase Merchant Services** to ensure data protection.

11. CUSTOMER AUTHORIZATION & ONLINE ENROLLMENT

Customers enrolling online must provide their full legal name, property address, phone number, email address, and details about their air conditioning systems, including the number and type (central AC, heat pump, gas furnace, or ductless mini-split). Customers must also indicate their preferred method of contact—email, call, or text—and submit a valid payment method along with express consent for monthly recurring payments. Enrollment is completed only when the customer explicitly agrees to the terms of this agreement by checking a required confirmation box on the enrollment form.

12. ABOUT US

Florida AC Warranty LLC is a family-owned company backed by 20+ years of HVAC experience. your comfort is never in question — it's guaranteed.

13. DISPUTES & GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any disputes arising under this Agreement shall be resolved through binding arbitration in Orange County, Florida.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Customer and Company. No verbal or written representation shall modify the terms unless signed in writing by both parties.

15. AUTOMATIC MONTHLY PAYMENT AUTHORIZATION CLAUSE

Authorization for Recurring Monthly Payments

By signing this Agreement, the Customer authorizes **Florida AC Warrant LLC.** to charge the credit or debit card provided by the Customer (and maintained on file) for the monthly service fee associated with this AC Warranty Service Agreement. Charges will occur on or around the same calendar day each month as the effective date of this Agreement, unless otherwise specified in writing.

The Customer agrees to keep a valid payment method on file at all times during the term of this Agreement. If payment is declined or otherwise unsuccessful, the Customer will be notified and agrees to provide updated payment information within five (5) business days to avoid service interruption or cancellation.

This authorization shall remain in effect until the end of the Agreement term or until revoked in writing by the Customer with at least ten (10) business days' advance notice. Revocation of payment authorization may result in the termination of this Agreement, at the sole discretion of Florida AC Warrant LLC.

16. ACKNOWLEDGEMENT

By enrolling in any plan, the Customer acknowledges they have read, understood, and agree to the terms of this Service Agreement.

Let me know if you'd like:

- A **PDF or Word doc** version for use on your website
- A **customer-facing version** with simplified language
- A **terms & conditions snippet** for your checkout page

17. CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, have read, understand, and agree to the terms and conditions outlined in this Florida AC Warranty Service Agreement. I acknowledge receipt of a copy of this Agreement and confirm that all information provided is true and correct to the best of my knowledge.

Customer Name (Printed): _____

Customer Signature: _____

Date: _____