



# DESERT'S BEST HVAC HOME COMFORT CLUB AGREEMENT

Customer			Billing Information (if different)		
Name:			Name:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Phone:	Other Phone:		Phone:	Other Phone:	
Email:					

**Purpose of the Agreement**

Customer wishes to join Desert's Best HVAC Home Comfort Club which will provide services as detailed in this Agreement

**Biannual Service Visit Date (Biannual Service)**    Jan   Feb   Mar   Apr   May   June   Jul   Aug   Sep   Oct   Nov   Dec

Expected Date of Services Visit: \_\_\_\_\_

**Special Service Instructions**

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PAYMENT	
<b>Total Cost for Home Comfort Club:</b>	
Monthly Payment (non-refundable): \$20.00	<i>Credit Card Authorization Form (attached)</i>

**Company Information**

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Name: Desert's Best, Inc. dba Desert's Best HVAC  
 Address: 478 S West Frontage Road STE 106      City: Springville      State: Utah      Zip: 84663

**I have read and understand all of the Terms and Conditions which accompany this document below, and initialed accordingly:**

**DATED [MONTH] \_\_\_\_\_, [DAY] \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**Customer Name:**

\_\_\_\_\_  
**Name:**  
**Title: President of Desert's Best HVAC**

Initials \_\_\_\_\_

**DESERT'S BEST HVAC HOME COMFORT CLUB**  
**TERMS AND CONDITIONS**

1. **Purpose of the Agreement:** You (the "Customer") hereby contract with Desert's Best, Inc. dba Desert's Best HVAC (the "Company") to provide maintenance HVAC services and offer additional incentives to the customer based on repairs (this "Agreement"). As detailed in this Agreement, the Customer agrees to make payments, and Company has agreed to provide such services according to the terms and conditions set forth herein.
2. **Payments:** Customer agrees to make monthly payments in the amount of \$20.00/per month for a period of three (3) years. Customer agrees to the Company's Credit Card Payment Authorization Form (the "Credit Card Payment Authorization Form"), and the terms and conditions described therein. Customer agrees to make sure that Credit Card Payment Authorization Form is update anytime Customer updates or changes their credit card information.
3. **Service Calls.** The Company agrees to provide up to two (2) free service calls each year. The Company typically charges \$129.00 per visit for standard service calls.
4. **Discounted Repairs:** The Company agrees to offer a 20% discount on the total amount of the Customer's bill.
5. **Two (2) Maintenance Inspection Visits:** The Company agrees to perform two (2) yearly maintenance inspections at the Customer's residence. The Company agrees that at each visit it will perform a twenty-nine (29) point maintenance inspection of the Customer's air conditioner and furnace. At each maintenance inspection visit the Company will leave three (3) extra filters.
6. **29 Point Maintenance Inspection:** The twenty-nine (29) point maintenance inspection includes: (1) Testing for carbon monoxide; (2) Clean and inspect ignition assembly; (3) Inspect and tighten electrical connections; (4) Inspect blower and lubricate if necessary; (5) Calibrate and adjust—possibly educate—on thermostat; (6) Check filters; (7) Start and inspect equipment; (8) Check drain lines; (9) Check humidifier pad—extra cost for filter or pad; (10) Check refrigerant levels; (11) Inspect condenser fan motor; (12) Inspect condensate pump; (13) Make sure outdoor unit is level; (14) Inspect for proper air flow on outdoor unit; (15) Inspect high and low voltage circuits; (16) Adjust service valve caps and connections; (17) Inspect drain line; (18) Shut down humidifier; (19) Test safety controls; (20) Inspect humidifier; (21) Clean flame sensor; (22) Change standard air filter—no extra cost; (23) Inspect condensate drain; (24) Inspect pressure switches; (25) Visually inspect heat exchanger for stress and wear; (26) Inspect burner; (27) Inspect expansion valve; (28) Check temperature rise and drop; and (29) Perform pump down test.
7. **Limitations.** Notwithstanding anything to the contrary herein, customer will be responsible for the cost of all parts, equipment, fees, and charges beyond the specific routine maintenance call set forth in Paragraph 3 above.
8. **Termination.** The Parties expressly acknowledge that the Company would not enter into this Agreement but for Customer's promise to make the monthly payments for a period of three (3) years. Accordingly, the Parties agree that if the Customer terminates this Agreement prior to three (3) years from the date of signing, the Customer agrees to pay \$20.00 for each remaining month under this Agreement, or to pay \$129.00 for each visit the Company made to the Customer's residence (whichever is less).
9. **Weather/Traffic Conditions:** In the case that weather or traffic causes an issue to Company's representative, the Customer agrees the Company and/or the representative will not responsible for cancelling and rescheduling a maintenance inspection visit.
10. **Indemnification:** The Company and its representatives shall be held harmless for any and all damage or injuries caused in its service visits or maintenance inspections. Furthermore, The Customer agrees to indemnify the Company and its representatives in the event of any legal action arising out of their performance under this Agreement.
11. **Governing Law:** The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of law provisions.
12. **Attorney's Fees:** In the event of legal action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
13. **Entire Agreement:** The Customer acknowledges that the only terms and conditions of this Agreement are those stated herein and that there are no other terms, written or oral, or provisions which apply other than those included in this Agreement. If any provisions (or portions thereof) of this Agreement are found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Any modification to this Agreement shall be agreed to and signed by both parties.

Initials\_\_\_\_\_