



516-518 Running Pump Road, Lancaster PA 17601

Phone: 717-299-7300 / 717-299-6155 / 717-517-5900 Fax: 717-509-8914

PAHIC # PA009162 / PA009177 / PA009234

Service Agreement

This Service AGREEMENT is entered into by and between The Rohrer Companies (the "Service Provider"), including The Rohrer Company, Inc, TRC Plumbing, Inc., TRC Electric, Inc., d/b/a "One Hour Heating and Air Conditioning," "Benjamin Franklin Plumbing," "Mister Sparky Electric," and the "Owner". The Service Provider and Owner may hereinafter be referred to as the "Parties." This Service Agreement may hereinafter be referred to as the "Agreement."

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Your signature is not required. You (also referred to as "Customer" or "your") are deemed to have accepted these revised Terms and Conditions by conducting business with the Service Provider (also referred to as "us", "we", and "our"), which includes but is not limited to: (i) accepting or requesting service related services; (ii) paying a Company invoice. These Terms and Conditions will become effective upon your receipt of them.

THESE TERMS AND CONDITIONS REQUIRE THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN 30 DAYS OF YOUR FIRST RECEIPT OF THESE TERMS AND CONDITIONS, AS DESCRIBED BELOW.

2. TERM AND AUTOMATIC RENEWAL.

(a) Service Plans will become effective on the day of purchase by Owner. Customer warrants that customer's natural gas, propane or electric house heater, electric central air conditioner, heat pump or oil heater and/or natural gas, propane, oil or electric water heater, or fuel line is in good working order and meets code and manufacturer installation requirements and is safely accessible.

(b) This contract is for an initial term of Twelve (12) months commencing on the date payment is processed by Service Provider and shall be automatically renewed. Unless you affirmatively opt-out of automatic renewal prior to the expiration of the term, you hereby authorize Service Provider to renew your Service Agreement automatically at the end of each term period. Notification of cancellation may be made by mail to Service Provider or by calling 717-735-9704. Owner must notify Service Provider thirty (30) days prior to the end of the twelve (12) month term to cancel the auto renewal. If Owner requests to cancel after automatic renew takes place for any reason, the Service Agreement will terminate, and Owner will be subject to SECTION 12.

3. TIME AS DESCRIBED IN SECTION 2.

In the event that you elect during any Term to enroll in an additional plan(s) or upgrade your Plan(s), your Term will restart on this Agreement so all of the plans have the same "Contract Start Date". A new contract will be e-mailed to you to reflect all of your plans, including, this Plan.

4. PLAN COVERAGE.

During the Term, we will attempt to contact you to arrange for an Authorized Repair Technician to provide one or more of the services, as applicable, set forth in this section subject in all cases to the terms of this Contract, including this section and the limitations of liability set forth in SECTION 9. If you are not the owner of the Covered Property, you represent to us that you are authorized to enter into this Contract. The coverage of said plans is providing benefits in the following matter: (1) plumbing plan per service address, (1) electrical plan per service address, and (1) HVAC plan per HVAC System per address as defined by the service provider. The service provider maintains the right to modify plans per system as it sees fit to adequately cover the home.

5. EXCLUSIONS. The following items are excluded from coverage under the Service Agreement Plan: Liability is limited solely services provided according to the selected plan. This Agreement does not cover damages and repairs necessitated by customer abuse, fire, flood, freezing, or other abnormal conditions. Nor does it cover work from faulty design or installation. Service Provider reserves the right to reject any application or cancel the contract and refund the Agreement price paid if the covered equipment does not comply with the provisions of the Agreement or for any other reason.

6. SERVICE CALLS. Subject to the Owners Plan selection, service calls will be subject to a dispatch fee as applicable. For service: please call 717-735-9704.

7. PRICE AND PAYMENT.

The amount of your monthly charge or the amount you paid or will pay in full for the initial Term for the Plan(s) you have selected. Your credit card will be charged automatically on a monthly basis, unless paid in full by you at the initial term. Payment(s) may be (i) made in monthly installments commencing with the Contract Date and, thereafter in monthly payments due on the Service Providers regularly scheduled billing date; or (ii) paid in full at the Contract Period Start Date or commencement of any renewal Term(s), depending on the applicable payment method. You agree to make payment either (i) to the address set forth on your Coverage Plan Letter or to any changed or updated address we may provide you notice of from time to time; or (ii) if you authorize us to do so, such payments will be drafted from a pre-authorized credit card, checking account. You will not receive a monthly or annual bill. If your payments are not current, we may refuse to provide service under the Plan(s). The Service Provider maintains the right to collect on any and all missing payments prior to reactivating any plan. Upgrading, downgrading, or modifying a plan will be considered restarting the plan term for a new 12 month period.

8. ASSIGNMENT; CHANGE OF SERVICE ADDRESS AND AMENDMENTS.

This Contract is not assignable by you without Our prior written consent. If you move to a new residence, you may contact us to request a transfer of this Contract to cover your new residence so long as your plan is available. We reserve the right to deny the transfer of this Contract for any reason and/or to inspect the products and systems at your new service address prior to covering such products and systems. We reserve the right to amend this Contract due to regulatory or procedural changes that may affect our ability to perform under this Contract. We may assign this Contract, in whole or part, or any of its rights and obligations hereunder without your consent, to the fullest extent allowed by law. Upon such assignment, you agree that Service Provider shall have no further obligation to you.

9. LIMITATIONS OF LIABILITY.

(a) We will make commercially reasonable efforts to fulfill Our obligations under this Contract. Certain causes and events that are out of Our reasonable control (“Force Majeure Events”) may result in Our inability to perform under this Contract or to perform in a timely manner. If we are unable to perform Our obligations, in whole or in part, due to a Force Majeure Event, then Our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall we be liable to you for Our failure to fulfill Our obligations or for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond Our reasonable control.

(b) EXCEPT FOR THE COVERAGE LIMITS AS DESCRIBED IN SECTION 4, SERVICE PROVIDER’S TOTAL LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY FOR ALL DAMAGES, SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER. IN NO EVENT SHALL SERVICE PROVIDER OR ITS AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ECONOMIC DAMAGES OR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY

ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE APPLICABLE PRODUCTS OR SYSTEMS TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ANY AND ALL SUCH DAMAGES.

10. ENTIRE AGREEMENT; GOVERNING LAW. This Contract, including the terms and conditions of your Plan(s), constitutes the entire agreement between the Parties with respect to the subject matter of this Contract. Unless otherwise required by the laws of the state where the Covered Property is located, this Contract shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law. Discount and Voucher use benefits as provided by the plans can be used in a manner as dictated by the service provider. Some exclusions may apply. Plan benefits will only extend to the specific and respective equipment/home coverage as indicated in Section 4, and will not extend to alternate properties, systems, or the like.

11. PERSONAL INFORMATION. By entering into this Contract, you agree that any personal information that you provide to us in connection with this Contract, whether required or not, constitutes permission for Service Provider to add your personal information to Our customer database and to use and share your information.

12. CANCELLATION.

You may cancel this Contract at any time subject to a cancellation penalty. Any cancellation may be subject to back payments of benefits received including but not limited to discounts offered, vouchers paid, and maintenances received. Premium payments will not be refunded. Cancellation of the plan prior to the end of the term will result in owner being charged for all benefits and discounted services received. This includes, but not limited to, charging for all vouchers, waiver of service call fees, discounts received on repairs, and maintenance performed. Service provider will determine the values and rates for maintenance performed.

We reserve the right to cancel this Contract due to your non-payment, fraud, material misrepresentation or breach of this Contract. In addition, we may be required to cancel this Contract as a result of a decision or order of a governmental body or a change in laws or regulations.

13. Internal Service Agreement Definitions.

- HVAC Annual System Maintenance – the annual safety check and inspection of the cooling and/or heating side of (1) piece of HVAC equipment commonly termed as a heating maintenance or cooling maintenance.
- Plumbing Annual System Maintenance – the annual plumbing inspection of common areas of concern in the home revolving around the plumbing system.
- Water Heater Flush – the annual flushing of a standard tank water heater for purposes of longevity and inspection. Water heater must be accessible with all valves and parts working properly in order to perform the flush. Tankless water heater flushes can be done for an additional amount.
- Electrical Annual System Maintenance – the annual electrical safety inspection of common areas of concern in the home revolving around the electrical system.
- Annual Panel Inspection – the annual electrical safety inspection of the main electrical panel or fuse box in the home.
- Repair & Service Discount – Discounts will be applied when applicable for most repairs and services. Some exclusions may apply. Discounts cannot be combined with any vouchers or other offers. Discounts are up to the sole discretion of the service provider. A percentage discount provided on eligible repairs, products, and services. This is not provided to ALL items.
- Reduced Service Call Fees – Service Call Fee will be reduced below normal rates.
- No Service Call Fees – Service Call Fee will be waived for calls determined to be legitimate by the service provider.
- Response Time – the amount of time elapsed from the moment of scheduling the call to the moment of arrival on site at customer location.
- Complimentary Standard Filter – A complimentary standard “One Hour Filter” provided at the time and only at the time of the annual system maintenance. The value of a “One Hour Filter” (\$9) can optionally be provided towards an alternate filter at the time of service. No actual cash value.
- Complimentary Premium Filter – A complimentary premium filter provided at the time and only at the time of the annual system maintenance. The value of a premium filter (\$35) can optionally be provided towards an alternate filter at the time of service. In the event the filters are sold in a 4 pack, the (\$35) value will be used as a discount on the price of the 4 pack. No actual cash value.
- Complimentary Water Test – A complimentary water test for chlorine, hardness, PH, iron, and water pressure provided at the time and only at the time of the annual system maintenance. No actual cash value.

- Complimentary Thermal Imaging – A complimentary thermal image inspection of the main electric panel for hot spots provided at the time and only at the time of the annual system maintenance. No actual cash value.
- Complimentary Drain Treatment - A complimentary drain treatment of common and accessible drains with BioBen in the home provided at the time and only at the time of the annual system maintenance. No actual cash value.
- Complimentary LED Bulb- A complimentary LED light bulb provided at the time and only at the time of the annual system maintenance. No actual cash value.
- Complimentary Softener Salt- Up to (3) bags of complimentary softener salt provided at the time and only at the time of the annual system maintenance. No actual cash value.
- Complimentary Thermostat Batteries – Up to (4) complimentary AA or AAA batteries per functioning and accessible thermostat provided at the time and only at the time of the annual system maintenance. Maximum of (10) batteries per home. No actual cash value.
- Complimentary Thermostat Programming – A complimentary programming of any functioning and accessible thermostats that are able to be programmed on behalf of the customer provided at the time and only at the time of the annual system maintenance. No actual cash value.
- Complimentary Smoke Detector Batteries – Up to (1) complimentary 9V battery per functioning and accessible smoke detector provided at the time and only at the time of the annual system maintenance. Smoke detectors must be installed no higher than 12' from the floor to be considered accessible. No actual cash value.
- Parts/Labor Warranty – An internal warranty covering in full any service provider supplied parts and/or any service provider labor within (1) one year from date of service, maintenance, or install. Where extended warranties apply, coverage shall be limited to \$500, on any service provider supplied parts and/or any service provider labor in year two and year three from the date of service, maintenance, or install.
- Inflation Protection – the guarantee that membership pricing (annual and monthly) will not increase during a set time period unless the plan is cancelled, altered, or suspended during that time.
- Replacement Voucher – Vouchers will be applied when applicable for replacement of HVAC system equipment installation, water heater installation, well pump installation, external sewer line replacement, external water line replacement, whole-home re-piping, whole-home re-devices, whole-home re-wiring, panel installation, and generator installation. Some exclusions may apply. Vouchers cannot be combined with discounts or other offers. Vouchers are up to the sole discretion of the service provider. Dollar discounts provided on the sale and replacement of eligible equipment. No actual cash value.
- Premium Scheduling – the term defined as providing 1st call, 1st offer maintenance windows and premium maintenance windows.
- Deluxe Scheduling - the term defined as providing 2nd call, 2nd offer maintenance windows.

14. OTHER.

Plan membership must be active and maintained as active for the duration to receive any and all benefits. If plan is cancelled or downgraded, any benefits not offered on new coverage will be forfeited and void. All benefits are terminated and rendered of no value at the conclusion of plan term. The service provider reserves the right to adjust the price of any plan at the start or renewal date with exception to any price lock benefits as provided by specific plans.