

Blue Ribbon HVAC Program

Blue Ribbon VIP Customer Maintenance Program - Terms and Conditions

Updated: 2/19/2025

Agreement Overview

This Terms and Conditions Agreement ("Agreement") is entered into between **Western Heating & Air Conditioning, LLC** ("Company," "we," "us," or "our") and the individual or entity ("Member," "you," or "your") enrolling in our **Comprehensive HVAC Membership Program** ("Program"). By enrolling in the **Blue Ribbon HVAC Program**, you acknowledge and agree to the terms outlined below.

Membership Plans & Benefits

Our HVAC Maintenance Program includes the following membership levels:

- **Platinum**
- **Gold**
- **Silver**
- **General Service**

Membership Benefits

Each membership level provides a range of services, including but not limited to:

- **Semi-Annual Heating & AC Checkups**
- **Priority Emergency Service Scheduling**
- **Discounts on Repairs & Labor**
- **Extended Repair Warranties** - Covers completed repairs only, not the entire unit or system. Warranty is invalid unless maintenance is consistently completed per manufacturer guidelines.
- **Indoor Air Quality Maintenance** (does not include filters, pads, or canisters)
- **New Equipment Purchase Incentives**
- **Blower Motor Cleaning** (Gold & Platinum)
- **Annual Water Heater Flush** (Platinum)
- **Smoke Detector & Battery Replacement** (Platinum)

Western Heating & Air Conditioning reserves the right to update and modify service offerings at any time.

Membership Fees & Payment Terms

- Membership fees are billed **monthly or annually** based on the selected plan.
- Payments are due on the billing date specified at the time of enrollment.

- Membership renews **automatically** unless canceled according to the cancellation policy, unless otherwise specified.
- Failure to pay may result in membership suspension or termination.

Cancellation & Refund Policy

- Memberships can be canceled at any time with a written request.
- Annual memberships may be **prorated** based on services rendered.
- Monthly memberships are **non-refundable** once a billing cycle has started.
- If a Member has received services exceeding membership payments at the time of cancellation, additional charges may apply.

Service Scheduling & Availability

- Services included in the membership must be used within **12 months** of the program enrollment date. Unused services will expire and cannot be carried over to the next membership period.
- Maintenance checkups must be scheduled in advance and are subject to technician availability.
- Emergency service response times vary by plan level; we strive for prompt service but do not guarantee exact response times.
- The Company is not responsible for system failures due to missed routine maintenance.

Member Responsibilities

- Members must provide reasonable access to HVAC equipment for scheduled maintenance.
- Any repairs or services outside the membership plan will be quoted separately.
- Members must update the Company with changes to contact or billing information.

Repair Discounts & Warranties

- Repair discounts apply to labor and eligible parts; they **cannot be combined** with other promotions.
- Extended warranties apply only to continuous Program Members.
- Warranty coverage is valid only for repairs performed by Western Heating & Air Conditioning.

Revenue Recognition & Pricing

Service	General	Silver	Gold	Platinum
Annual Price	\$199.00	\$258.00	\$450.00	\$582.00

Service	General	Silver	Gold	Platinum
Semi-Annual Service (each)	\$199.00	\$129.00	\$135.00	\$145.50
Blower Motor Pull & Clean	N/A	N/A	\$180.00	\$145.50
Water Heater Maintenance	N/A	N/A	N/A	\$104.76
Smoke Detectors & Batteries	N/A	N/A	N/A	\$40.74

Limitation of Liability

Western Heating & Air Conditioning is not responsible for:

- Pre-existing conditions of HVAC equipment.
- Damage due to misuse, neglect, or lack of maintenance.
- External factors such as power surges, weather, or improper third-party installations.

Modification & Termination

- The Company reserves the right to modify membership terms, services, or pricing **without notice and without delay**.
- Membership may be terminated if the Member fails to comply with this Agreement or misuses program benefits.

Governing Law

This Agreement is governed by and construed in accordance with the **laws of the State of Idaho**.

Acknowledgment & Acceptance

By enrolling in the **Blue Ribbon HVAC Program**, you acknowledge that you have read, understood, and agreed to these **Terms and Conditions**.

Western Heating & Air Conditioning, LLC