

# SERVICE CLUB COMPLETE HOME MEMBERSHIP

Make your **BEST** choice for: Savings, response, reliability, protection and safety. **Service**, not selling. These plans offer the **BEST** and most **AFFORDABLE** options to avoid costly repair, replacement, loss of comfort, inconvenience or loss of safety. These plans are like **SMOKE ALARMS**, helping to prevent major problems or putting the fire out before it becomes a catastrophe.

## MEMBERS RECEIVE

- Front-Of-Line-Pass • Discounts • Safer Home
- Great Value • Special Offers • Energy Savings
- Convenience of us calling them for maintenance

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone (Home) \_\_\_\_\_

Phone (Work) \_\_\_\_\_

Email \_\_\_\_\_

**TERMS:** Monthly/Yearly Investment \$ \_\_\_\_\_

### Automatic Credit Card Debit.

(Please complete and sign)

\_\_\_\_ Visa \_\_\_\_ MasterCard \_\_\_\_ Discover \_\_\_\_ American Express

Expiration Date: mo. \_\_\_\_\_ yr. \_\_\_\_\_ CVN

Acc't #

### Automatic Checking Account Transfer:

Checking account # \_\_\_\_\_

Bank routing # \_\_\_\_\_ enclosed a voided check as required to initiate the draft program with my bank.

**Date of withdrawal :** Automated withdrawals will occur on the [Check one] \_\_\_\_ 1st or \_\_\_\_ 15th of every month or if annual payments, then annually on such date of the month following the signature below. If the above noted date falls on a weekend or holiday, I understand that the payment may be executed the next business day.

By signing below, I authorize recurring charges in the amount and frequency indicated in the Terms section above. I agree to be bound by the attached Club Membership Terms and Conditions, including term renewal and termination provisions related to continued recurring charges.

Representative \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

## PLATINUM PLUS

\$29.95 per month  
\$359.40 per year

As a Platinum Plus Club Member, you are guaranteed appointments with 24 hours. FREE evaluation, 20% parts discount, 4 visits per year, 2 tune ups, 2 filter changes and once a year duct sanitizing.

# of Units: \_\_\_\_\_

Total : \$ \_\_\_\_\_

Monthly  Yearly

## PLATINUM

\$19.95 per month  
\$239.40 per year

As a Platinum Club Member, you are guaranteed appointments within 24 hours. FREE evaluation, 20% parts discount, 2 tune-ups and once a year duct sanitizing.

# of Units: \_\_\_\_\_

Total : \$ \_\_\_\_\_

Monthly  Yearly

## GOLD

\$12.95 per month  
\$155.40 per year

As a Gold Club Member, you are guaranteed appointments within 24 hours, \$39 evaluation fee, and a 15% parts discount and 2 tune-ups.

# of Units: \_\_\_\_\_

Total : \$ \_\_\_\_\_

Monthly  Yearly

## JUPITER TEQUESTA INSTALLED EQUIPMENT WITH FACTORY LABOR WARRANTY

\$13.17 per month  
\$158.00 per year

As a Jupiter-Tequesta Member, you get appointments within 24 hours, two tune-ups per year, 10% off any indoor air quality products and one duct sanitizing.

# of Units: \_\_\_\_\_

Total : \$ \_\_\_\_\_

Monthly  Yearly

## PLUMBING PROTECTION

\$8.25 per month  
\$99.00 per year

As a Plumbing Protection Member you will never pay an evaluation fee and you will receive 15% off all repairs. 1 yr plumbing inspection, leak check and hot water heater tune-up.

# of Properties \_\_\_\_\_

Total : \$ \_\_\_\_\_

Monthly  Yearly

## ELECTRICAL SAFETY

\$8.25 per month  
\$99.00 per year

As a Electrical Safety Member, you get appointments within 24 hours, 1 safety inspection per year, 15% off any repairs. (excluding panel upgrades and service changes)

# of Properties \_\_\_\_\_

Total : \$ \_\_\_\_\_

Monthly  Yearly

Agreement Total = \$ \_\_\_\_\_



An FPL Energy Services Company

CAC 1816615 • CFC 1429100 • EC 13008353

Mailing: 582 N US HWY 1, Tequesta, FL  
33469 Phone: 561.747.5740  
Fax: 561.745.8975

JUPITER-TEQUESTA A/C, PLUMBING & ELECTRIC, LLC  
CLUB MEMBERSHIP TERMS AND CONDITIONS

**1. SCOPE OF SERVICES.** These Club Membership Terms and Conditions ("Terms") govern your enrollment in the generator and/or service club membership ("Club Membership") offered by Jupiter-Tequesta A/C, Plumbing & Electric, LLC ("JT"), your receipt of evaluations, inspections, checks, tune-ups, and/or sanitization ("Services") as set forth in the applicable Club Membership enrollment form ("Enrollment"), your receipt of any equipment and materials ("Equipment") provided in connection with the Services, and your receipt of any discounts for additional work ("Discounts") as set forth in the Enrollment (the Services, Equipment, and Discounts are collectively referred to as the "Work") at your designated address ("Site"), all as more specifically set forth in the Enrollment. These Terms and the Enrollment are collectively referred to as the "Agreement".

**2. PRICE AND PAYMENT.** You agree to pay to JT the monthly price ("Monthly Fees") set forth in the Enrollment for the Work using the payment method set forth on the Enrollment. The Monthly Fees include all federal, state and local taxes, if any, including sales, use and excise taxes, assessed with respect to the Services or with respect to the furnishing of included Equipment thereunder. Any overdue payment shall bear interest at the rate of one-and-one-half percent (1½%) per month from the date such payment is due until and including the date of payment.

**3. TERM.** The initial term of the Club Membership commences on the date that JT receives its first Monthly Fee, and ends on the first anniversary of such date ("Initial Term"). The term will automatically renew for additional one (1) year periods unless a party provides written notice to the other party of its intent not to renew the term at least thirty (30) days prior to the end of the then existing term (each a "Renewal Term" and together with the Initial Term, the "Term"). Within sixty (60) days prior to the expiration of the then current Term, JT may provide written notice of any applicable increase to the Monthly Fees. You may choose not to renew your Club Membership by providing timely notice of non-renewal pursuant to this section.

**4. ACCESS/ASSISTANCE.** You shall provide JT (and its contractors) with access to all necessary areas for the Work, and provide necessary requested information related to utility service and equipment operation at the Site. JT shall have the right to suspend the Services or adjust the Work schedule accordingly in the event that there is inadequate access to the Site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services.

**5. WARRANTY AND EXCLUSION.** FOR A PERIOD OF 30 DAYS COMMENCING ON THE DATE OF THE COMPLETION OF THE SERVICES, JT WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER. JT MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, AND ANY WARRANTY YOU MAY HAVE WITH RESPECT TO THE EQUIPMENT IS PROVIDED SOLELY BY THE MANUFACTURER ("MANUFACTURER"). JT MAKES NO WARRANTY THAT WORK WILL MEET YOUR COSMETIC OR AESTHETIC NEEDS, INCLUDING, WITHOUT LIMITATION, ANY MATCHING OF COLOR OR TEXTURE OF DRYWALL OR PLASTER WORK. Claims relating to Services shall be made to JT at **561-747-5740**. Claims relating to Equipment shall be made to the applicable Manufacturer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WORK IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND BY JT. JT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING SHALL APPLY.

**6. DISCOUNTS.** You shall be entitled to the Discounts for additional services and products as set forth for the plan selected in the Enrollment.

**7. TITLE AND TAXES.** Legal title to the installed Equipment shall pass to you upon completion of the Services. JT shall pay any sales and use taxes imposed on the Work prior to JT's delivery or performance of the Work, as required by applicable law, subject to any sales and use tax exemption available to JT.

**8. LIMITATION OF LIABILITY FOR ALL CLAIMS.** IN NO EVENT SHALL JT OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE SERVICE OR ANY CONNECTION EQUIPMENT THERETO OR ANY ASSOCIATED EQUIPMENT, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-JT PROPERTY) EVEN IF JT OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT

PERMITTED BY LAW, IN NO EVENT SHALL JT OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES EXCEEDING THE AMOUNT YOU HAVE PAID FOR THE WORK. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).

**9. FORCE MAJEURE.** JT shall not be responsible to you in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and is not caused by JT. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.

**10. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** The Agreement shall be governed by the laws of the State of Florida. Any suit relating to the Work and/or the Agreement shall be instituted in any state or federal court in Palm Beach County, Florida, and the parties submit to the sole and exclusive personal jurisdiction of such court. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION WITH JT BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THE AGREEMENT AND/OR THE WORK PROVIDED BY JT.

**11. SEVERABILITY.** If any provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**12. ASSIGNMENT.** JT may, in its sole and unrestricted discretion, assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an affiliate or subsidiary, or other third party. However, you shall not assign, delegate or otherwise dispose of your obligations hereunder without JT's written consent.

**13. SALE OF SITE.** Customer will notify Company in writing within five (5) business days of any sale or transfer of the Site. JT may, in its sole discretion, transfer the Agreement to Customer's new location located in Florida. If JT does not agree to such transfer, you will remain liable for the Monthly Fees for the remainder of the then current Term if JT has already performed any Services or extended any Discounts for additional work during such current term.

**14. TERMINATION.** Upon notice to you in any reasonable form, JT may terminate the Agreement and its provision of the Work in the event (a) JT determines, in its sole discretion, that the Work cannot be performed or installed at the Site for whatever reason, whether resulting from technical, safety or otherwise, (b) if any regulatory agency promulgates any rule or order which in effect or application substantially impedes JT from fulfilling its obligations hereunder, or materially and adversely affects JT's ability to provide the Work under these Terms, or (c) you breach any term or condition contained herein, including without limitation, your obligation to make payment for the Work. In the event of a termination by JT under (a) or (b) above, you will be entitled to a refund of Monthly Fees paid for the then current Term unless JT has performed any Services during such term or has extended any Discounts for additional work. Upon fourteen (14) days written notice to JT, you may terminate the Agreement for any reason during the then current Term if JT has not already performed any Services or extended any Discounts for additional work during such current term.

**15. NOTICE.** Written notices under this Agreement must be provided to the applicable party's address as indicated on the Enrollment, which may be changed by JT upon written notice to you.

**16. AUTHORITY.** You represent to JT that you have the authority to enter into the Agreement and to procure the Work for performance and/or installation at the Site and, and that you shall bear all costs attributable thereto, and you shall, at your own expense, defend, indemnify and hold JT harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by JT as a result of an allegation or claim that you did not have such authority.

**17. ENTIRE TERMS.** These Terms and the applicable Enrollment are the entire understanding between the parties and supersede any and all prior agreements, representations and communications regarding this subject matter.