

Atlas Butler Heating & Cooling

Club Membership Terms and Conditions

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE SIGNING THIS AGREEMENT. By signing this agreement, you signify your agreement to the terms listed below. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes on our web site at atlasbutler.com.

ROUTINE MAINTENANCE SCHEDULE INCLUDING

Your Safety Inspection or Precision Tune-up on your equipment is covered for 12 months from date on the front of this form. These will be performed during the months of January, February, March & April or August, September, November & December during the hours of 8:00am to 11:00pm Monday through Saturday.

CREDIT CARDS

Atlas Butler takes the issue of your privacy seriously, including the security of your credit card or check information. We will only use your information for internal purposes and your information will not be shared with any other organization.

CLUB MEMBERSHIPS/BILLING

If you open a club membership account with us, you hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for your club membership and to institute new fees, charges or terms effective only on your annual renewal date. We reserve the right to terminate any account at any time for any reason.

Please Note: Your club membership is a 12 month agreement that will be automatically renewed and your credit card account will be charged each month, unless you cancel the subscription prior to the renewal date. You may cancel your club membership by mailing a letter of cancellation to: Atlas Butler, 4849 Evanswood Drive, Columbus, OH 43229 Attn: Club Membership Administrator

When you request termination, there is no refund for any unused portion of the current club membership. In the event that services rendered or discounts given exceed the monthly payments made, you agree to reimburse Atlas Butler in full prior to cancellation. You acknowledge and agree that the authorization to charge your credit card for services shall automatically continue until all charges have been paid in full. This agreement can be transferred only with the express approval, in writing, from Atlas Butler.

Your right to service is subject to any limits established by Atlas Butler or by Customers credit card issuer. If payment cannot be charged to your credit card or the charge is returned for any reason, including chargeback, Atlas Butler may suspend or terminate your club membership, thereby terminating this Agreement and all obligations of Atlas Butler hereunder.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY SERVICES PROVIDED UNDER THIS AGREEMENT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR YOUR CLUB MEMBERSHIP.

TERMINATION

This agreement is for 12 months and it will renew automatically unless you cancel the subscription prior to the renewal date. Cancellations will be subject to the rules under Club Membership/Billing.