

YATES MAINTENANCE HEATING & AIR

TERMS & CONDITIONS

Responsible Party Requirement

The responsible paying party over the age of 18 must be present at the home or business for all visits from Yates Maintenance, LLC, unless otherwise authorized in writing.

Scheduling a Service Call

Service calls may be scheduled by calling our office at **501.960.8971** or online at www.yatesmaintenance.com.

A valid credit or debit card is required to be kept on file in order to dispatch a technician and guarantee the appointment.

Service calls are scheduled on a first-come, first-served basis. Emergency breakdown calls may take priority, especially during extreme temperatures. Yates Maintenance reserves the right to adjust scheduled appointment times as necessary, with reasonable notice provided.

Technician arrival times are estimated within a **3-hour window**. Customers will receive a phone call and/or text notification when the technician is en route.

Estimates

We provide free estimates for new heating and air conditioning system replacements. Competitive estimates may be reviewed upon request if identical equipment specifications are provided. Estimates are valid for **15 days** unless otherwise stated in writing.

Service Call Fees / Diagnostic Rates

Residential Diagnostic:

- **\$99.00 plus tax** (8:00 a.m. – 4:00 p.m.)

Residential After-Hours Diagnostic:

- **\$179.00 plus tax** (4:00 p.m. – 10:00 p.m.)

Commercial Diagnostic:

- **\$139.00 plus tax**

Commercial After-Hours Diagnostic:

- **\$259.00 plus tax** (after 4:00 p.m., weekends, and holidays)

For properties with multiple systems, **one diagnostic fee will be charged per system**. Diagnostic fees cover system evaluation only. **All repairs, parts, and labor are quoted separately for approval prior to work being performed**, unless emergency authorization is provided.

Business Hours / After Hours

Normal business hours are 8:00 a.m. – 4:00 p.m., Monday through Friday.

After-hours service includes any work performed:

- After 4:00 p.m.
- On weekends
- On recognized holidays

After-hours rates apply based on **technician arrival time**, not booking time.

No Call / No Show

The responsible party must be present at the scheduled appointment time unless otherwise authorized. If no one is present, the technician will wait **15 minutes**. If no contact is made, the technician will leave and the applicable diagnostic or trip fee will be assessed.

PAYMENT POLICY

To continue providing reliable, high-quality service, Yates Maintenance requires **payment at the time service is completed**.

Payment Terms

- **All residential and commercial service work is due and payable the same day services are completed.**
- **A valid credit or debit card must be kept on file** prior to dispatch.
- Customers may pay onsite using another approved method (cash, check, alternate card).
- If payment is not made at completion, **Customer authorizes Yates Maintenance to charge the card on file immediately upon job completion.**
- Any balance **unpaid after forty-eight (48) hours** is considered past due and may incur late fees, service suspension, and/or collection activity as permitted by law.

Why This Policy Exists

Extended unpaid balances—particularly those exceeding 30 days—create operational strain and are no longer sustainable. This policy allows Yates Maintenance to pay employees, maintain equipment, and deliver dependable service while keeping pricing fair and consistent.

Late Payments / Non-Payment (Service Work)

Balances unpaid after **48 hours** may be assessed late fees and are subject to collections. Accounts with past-due balances may be placed on service hold. Customer is responsible for any costs incurred due to collection efforts where permitted by law.

Units & Ownership

All equipment installed by Yates Maintenance remains the property of Yates Maintenance until **paid in full**, even if installed or operational.

Returned Checks

A **\$25.00 returned check fee** will be assessed. Returned checks must be resolved by cash or credit card only unless otherwise authorized.

Damages & Repairs

If damage is caused by a Yates Maintenance technician, the company will arrange repairs through a vendor of its choosing. Yates Maintenance is not responsible for drywall, paint, or cosmetic finishes affected during necessary installation or repair work.

Refrigerant & Coil Cleaning Disclaimers

There is no warranty on refrigerant leaks or leak repairs. Coil cleaning may result in drain issues; return visits may incur discounted service fees as outlined at time of service. All refrigerant handling complies with EPA Section 608.

Technician Safety

Technicians follow OSHA safety standards. Unsafe conditions (weather, infestation, debris, hazardous materials) may result in work stoppage until corrected at the customer's expense.

Licensing, Bonding & Insurance

Yates Maintenance, LLC is licensed, bonded, and insured.

Arkansas HVAC License #: **0939320**

All employees are drug-tested and background-checked.

Service Agreement & Contract Language

The service order/invoice represents the entire agreement between Yates Maintenance, LLC and Customer. Customer agrees to provide safe access, hazard-free work areas, and authorization to operate equipment as needed.

Additional or amended services require written approval and may be invoiced separately.

PAYMENT TERMS

Customer agrees to remit full payment **immediately upon completion of services on the same day**. Customer authorizes Yates Maintenance to retain a card on file and charge the card if payment is not otherwise made at completion.

Unpaid balances past **48 hours** may incur late fees, collections, and service suspension as permitted by law.

Installations / Project Work (Residential & Commercial)

- **50% deposit due at approval**
- Remaining balance due **same day upon completion**
- Payment may be charged to the card on file unless paid onsite
- Late fees apply after 48 hours

Preventive Maintenance Agreement

Your HVAC Service Plan — What to Expect

What's Included

Your Service Plan includes **one professional maintenance visit per year** for each covered system during your 12-month plan term.

Furnace or Heat Pump Maintenance Includes:

- Inspecting and lubricating moving parts
- Checking the heat exchanger and blower assembly
- Cleaning and adjusting burners and pilot
- Inspecting air filters
- Checking system safety controls
- Inspecting venting and airflow
- Listening for unusual noises or vibrations
- Checking for carbon monoxide leaks

Air Conditioning Maintenance Includes:

- Inspecting and cleaning the outdoor condenser
- Cleaning the evaporator coil if accessible

- Checking refrigerant levels
- Inspecting electrical connections and amp draw

What the Plan Covers

- Each plan covers **one heating or cooling system**
- Homes with multiple systems require **a separate plan for each system**
- The plan runs for **12 months** and renews annually
- Plans may be billed monthly or annually

Scheduling Your Visit

- You must **call us to schedule** your maintenance visit at **501.960.8971**
- Maintenance visits are performed **during regular business hours only**
- Air conditioning maintenance must be scheduled when:
 - Outdoor temperatures are above **60°F**
 - No inclement weather is present or forecasted
- We may remind you—but **it is your responsibility to schedule** within the 12-month term. This is not retroactive. We cannot go back and include missed appointments you forgot to schedule.

What's Not Included

- Repairs, parts, refrigerant, or additional testing
- Any services not listed above
- Work performed by anyone other than an authorized Yates Maintenance technician

If repairs are found during maintenance, we'll explain your options and provide pricing separately.

Eligibility Requirements

To remain covered:

- Your system must meet local, state, and federal code requirements
- Equipment must be safe, accessible, and properly installed
- You must be **current on all payments**
- Rental property customers must be authorized to approve service, or you must be available onsite at each visit.

Billing & Payments

- Your plan cost and billing schedule are shown on your invoice
- Monthly plans are billed automatically each month
- Taxes and applicable fees may apply
- By enrolling, you authorize billing to your selected payment method

Cancellation & Renewal

- You may cancel at any time
- If you cancel **after service has been performed**, remaining months may be billed
- If we cannot reach you to schedule and your term expires, the plan will be considered canceled
- The plan automatically renews unless canceled

Why This Plan Helps

Regular maintenance:

- Improves system efficiency
- Reduces breakdowns
- Helps extend equipment life
- Allows us to catch small issues before they become expensive repairs

New Construction & Remodel Projects

Deposit amounts and phase-based billing schedules apply as outlined in the approved proposal. Past-due balances may halt work until resolved. These terms do not override same-day payment requirements for service calls.

Financing

Financing is available for residential customers through approved third-party providers and must be approved **prior to scheduling**. Regardless of financing, **the full balance is due to Yates Maintenance on the same day work is completed.**

ARBITRATION, LIABILITY, NOTICES, AND LEGAL PROVISIONS

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YATES MAINTENANCE, LLC, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR DIMINUTION IN VALUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF YATES MAINTENANCE, LLC ARISING OUT OF OR RELATED TO ANY SERVICE, CONTRACT, OR AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY

PAID BY CUSTOMER TO YATES MAINTENANCE, LLC FOR THE SPECIFIC SERVICE OR WORK GIVING RISE TO THE CLAIM.

YATES MAINTENANCE, LLC SHALL NOT BE RESPONSIBLE FOR DAMAGES CAUSED BY:

- Pre-existing conditions or equipment failure
- Improper installation by others
- Manufacturer defects
- Normal wear and tear
- Acts of God
- Code changes
- Customer misuse, neglect, or unauthorized modifications
- Work performed by others before or after Yates Maintenance's services

Customer acknowledges that heating and cooling systems involve mechanical, electrical, structural, and environmental variables beyond the control of **YATES MAINTENANCE, LLC**. While all services are performed in a professional and workmanlike manner consistent with industry standards, **no guarantee or warranty is made regarding future system performance, energy savings, comfort levels, or the complete elimination of all issues**, unless expressly stated in writing.

System performance and results may be affected by factors including, but not limited to:

- Existing ductwork condition, sizing, layout, and air leakage
- Home or building construction, insulation levels, air infiltration, and envelope tightness
- Electrical supply quality, grounding, and voltage stability
- Building design, square footage, ceiling height, and room configuration
- Outdoor weather conditions and seasonal extremes
- Occupant usage patterns, thermostat settings, and maintenance practices
- Pre-existing conditions, aging components, or limitations of existing systems not replaced or modified

Accordingly, **YATES MAINTENANCE, LLC** does not guarantee specific outcomes related to system efficiency, comfort, performance, operating costs, or longevity beyond applicable manufacturer warranties or any guarantees expressly stated in writing.

Yates Maintenance, LLC shall not be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather conditions, supply chain disruptions, labor shortages, fuel shortages, government orders, power outages, natural disasters, or emergencies.

Notices & Communications

Customer consents to receive notices, confirmations, invoices, policy updates, and other communications from Yates Maintenance, LLC via:

- Email
- Text message
- Phone call
- Written notice
- Website posting

Notice shall be deemed delivered when sent to the contact information provided by Customer. It is the Customer's responsibility to keep contact information current. Receiving Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MANDATORY BINDING ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Entire Agreement

These Terms & Conditions, together with any service order, invoice, proposal, or written addendum, constitute the **entire agreement** between Customer and Yates Maintenance, LLC and supersede all prior discussions or representations.

Acknowledgment

By scheduling service, signing an estimate, approving work electronically, or allowing work to proceed, Customer acknowledges that they have **read, understood, and agreed** to these Terms & Conditions, including the payment, arbitration, and limitation of liability provisions.

Preventive Maintenance Agreement Terms and Conditions Please read this document carefully and keep it for reference. These terms and conditions, together with your Service Plan description and invoice, constitute the entire agreement ("Agreement") between you and the "Provider" identified on the Service Plan description pertaining to the HVAC Maintenance Plan(s) that you have purchased as stated on the Declarations Page. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully. What is Covered: You are entitled to have an authorized Service Contractor visit your residence once during each twelve-month Annual Term to perform the normal maintenance services specified below, for the heating or cooling unit type covered by the Plan(s) that you have purchased. Furnace or Heat Pump Maintenance Plan: (a) Inspect and lubricate bearings; (b) check heat exchanger; (c) clean and adjust burners and pilot; (d) check heat exchanger cells; (e) check blower assembly; (f) check air filter; (g) check for furnace noises or vibrations; (h) check safeties are operating; (i) check heating unit venting and drafting; (j) check for carbon monoxide leaks. Central Air Conditioning Unit Maintenance Plan: (a) inspect and clean condenser and, if accessible, evaporator coil; (b) check refrigerant level; and (c) check the electrical connection and AMP draw. All plans cover one heating or cooling unit located at the service address identified. If the identified service address has multiple HVAC/R systems, a separate Plan must be purchased for each individual HVAC/R system. An Annual Term of this Agreement means the initial twelve- month term of this Agreement commencing on the Effective

Date established by this Agreement and any successive twelve-month renewal term under this Agreement. All Agreements are based on an Annual Term including those billed monthly and renewed automatically at the end of the Effective Date. In order to be covered by the Plan, your heating or cooling unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Contractor. Coverage is for owned or rented residential-use property. If your service address is a rental property, you represent that you are authorized to perform the specified services to the covered equipment. Provider may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. You must contact the Provider to schedule each service through an authorized Service Contractor, as stated below under "How to Make a Service Call." Central Air Conditioning maintenance services must be scheduled to be performed when the temperature is above 60 degrees Fahrenheit and no inclement weather is present or forecasted. We may reach out by phone to remind you to schedule, but it is your responsibility to schedule the appointment within the 12 months. Failure to do so will result in unavailability of service agreement parts discounts since pricing fluctuates annually at our supply houses. What is Not Covered: Provider will not be responsible for performing any services not specifically listed above in "What is Covered." Provider will not provide any replacement parts or refrigerant unless specified on the Declarations Page in accordance with the Plan you have selected. Repairs, updates, or additional testing that is identified in the course of performing specified maintenance services are not covered by the Plan and you will need to arrange for these separately. How to Make a Service Call:: Please follow the process described below to obtain coverage under the Plan. Provider will not reimburse you for any fees or costs of service except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider's authorization. Unauthorized repairs may void this Agreement. You must schedule a service appointment by calling our office at 501.960.8971. All service calls will occur during regular working hours. No preventative maintenance agreements will be performed after hours. All services will be performed by an authorized technician/service contractor selected by Provider. Provider has the sole and absolute right to (i) select the technician/service contractor to perform the service and (ii) determine the rates and other pricing terms under which the technicians/service contractors are compensated. You must provide the technician/service contractor with safe and reasonable access to all Covered Products, and related systems and lines. You must be current on all payments in order to be covered under this Agreement. Term of Coverage and Cancellation: This Agreement is for a term of twelve (12) months starting on the Effective Date. You may choose to renew or cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan. If either you or Provider cancels this Agreement more than 30 days from the Agreement Effective Date, and you have not had service performed the Plan will terminate effective immediately without requirement for any additional payment by you. If either you or Provider cancels this Agreement more than 30 days from the Agreement Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced for unpaid months through the remainder of the current Annual Term. If you move to a new service address this Agreement will be deemed cancelled by you. If we are unable to reach you by phone to schedule your maintenance and your plan term has expired, this Agreement will be deemed cancelled by you. Price/Billing: The amount of your annual or monthly charge is provided on your invoice. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing approximately five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means in which you are invoiced and billed for your services. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your

ability to pay for the services, and you consent to disclosure of your customer information to third parties to the extent necessary to administer the Plan. Limit of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE TECHNICIAN/SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER SHALL BE LIMITED TO THREE TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY ANY OTHER CONTRACTOR OR SERVICE PROVIDER OUTSIDE OF THE SCOPE OF THE PLAN. PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S). Communications: Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on yatesmaintenance.com. Assignment; Miscellaneous Terms: This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa. THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION: Except as otherwise required by law, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (2) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply: (1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. (2) Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and Provider also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance. (3) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the

American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved or settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. (4) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act. (5) Other rights that you would have if you went to court might also not be available in arbitration. This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.