



Bud Anderson Club Membership

Heating • Air Conditioning • Plumbing • Electrical

479-927-2700

GoCallBud.com

HVAC Membership Includes:

- * One precision tune-up, safety inspection, cleaning of furnace
- * One precision tune-up, safety inspection, cleaning of air conditioner
- * 5 year parts and labor warranty on repairs, with continued membership
- * \$500 off new HVAC system purchase
- * 15% off Indoor Air Quality products and services
- * 5% off crawl space encapsulation
- * Keeps your equipment warranty valid

- * Never pay an overtime charge for our dispatch fee
- * Priority service within 24 hours or we waive dispatch fee
- * \$20 Off Dispatch Fee
- * 15% Discount on heating and cooling repairs
- * Transferability Within Service Area
- * Convenient ACH and Auto-Renewal. Never worry about your agreement expiring.
- * Priority Service 24 Hours a day, Seven days a week.

\$15.75/mo.

+ tax
per system

Plumbing Membership Includes:

- * Test and inspect water heater operation
- * Flush and drain water heater to remove sediment
- * Inspect all pipes and water connections
- * Inspect all accessible drains and drainage
- * Inspect all toilets using dye test to check for leaks
- * Inspect and test all faucets
- * Test water pressure for whole house

- * Never pay an overtime charge for our dispatch fee
- * Priority service within 24 hours or we waive dispatch fee
- * \$20 Off Dispatch Fee
- * 15% Off Plumbing Repairs
- * 5% off major installation
- * Transferability Within Service Area
- * Convenient ACH and Auto-Renewal. Never worry about your agreement expiring.
- * Priority Service 24 Hours a day, Seven days a week.

\$7.50/mo.

+ tax

Electrical Membership Includes:

- * One Electrical Inspection
- * Panel Tune-up
- * Clean Bathroom Vents
- * Replace Customer Supplied Bulbs
- * Test Smoke Detectors
- * 10 year parts and labor warranty on repairs, with continued membership
- * \$500 off new electrical panel upgrade

- * Never pay an overtime charge for our dispatch fee
- * Priority service within 24 hours or waive dispatch fee
- * \$20 Off Dispatch Fee
- * 15% Off Electrical Repairs
- * 5% off major installation
- * Transferability Within Service Area
- * Convenient ACH and Auto-Renewal. Never worry about your agreement expiring.
- * Priority Service 24 Hours a day, Seven days a week.

\$7.50/mo.

+ tax

Monthly Add On

For each additional piece of equipment

QTY

TOTAL

Additional HVAC System	\$14	_____	_____
Ductless mini-split System	\$6	_____	_____
Humidifier Maintenance	\$5	_____	_____
Tankless Flush Annual	\$14.50	_____	_____
Generator Annual Maintenance	\$27	_____	_____
Generator Basic Inspection	\$8	_____	_____
AC Only	\$8	_____	_____
Furnace Only	\$8	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total for Add Ons:			\$ _____

*Additional charges for unique equipment and locations may apply

Paid in Full \$ _____

Monthly Payments _____

Method of Pmt: _____

Name:		Phone:		Email Address:	
Address:				Office Use Only:	
City:		State:	Zip:		Customer # _____
Signature:		Date:		Tech #: _____	
I agree to the Terms and Conditions on the reverse side of this Agreement: _____					

Thank you for trusting Bud Anderson Home Services with your heating, cooling, plumbing, electrical and indoor air quality systems. We will ensure your equipment runs at optimum efficiency and provide you with the best customer service in the industry. As a club member with Bud Anderson, you will enjoy the many benefits of maintenance such as lower energy consumption, fewer repair/service calls, and peace of mind knowing you're extending the life of your heating, cooling, plumbing and electrical equipment.

Terms & Conditions

Please read these terms and conditions of use carefully before signing this membership. By signing this application, you signify your agreement to the terms listed below.

Bud Anderson Club Membership

When you open a Club Membership account with us, you hereby agree to pay all charges to your account in accordance with billing terms in effect at the time the charge becomes payable. Your membership is a minimum 12 month agreement that automatically renews and your credit card or checking account will be charged each month, unless you cancel the membership prior to the anniversary date. We reserve the right to increase the monthly fees only on the anniversary date. The 12 month payment obligation starts over at each anniversary date. Once renewed, if you choose to cancel, you are obligated to either pay for the services you have received at full price, or the full 12 months of the agreement.

Monthly Membership

If you choose to pay your membership on a monthly basis, you will be debited monthly for the club membership out of a checking account, credit or debit card. When you join the club membership, you are agreeing to pay for a full year of payments, if you choose to cancel prior to the full year, you are responsible for the services rendered at full cost or the rest of the length of the full year. For example, if you cancel your membership after 6 months and we performed one or both maintenance visits, you are to pay for the remainder of your 6 month agreement for the services performed.

You may cancel your membership by calling us or sending us an email to info@ba-hvac.com. When you request termination, there is no refund for any unused portion of the current membership. Discounts are based on a 12 month membership, therefore, in the event that discounts were given for diagnostic fees, services rendered, or new equipment and you elect to terminate your membership prior to the 12 month minimum, you agree to reimburse Bud Anderson the discount in full prior to cancellation.

Your right to service is subject to any limits established by Bud Anderson or by your credit card issuer or bank. If payment cannot be charged to your credit card or the charge is returned for any reason, including chargeback, Bud Anderson may suspend or terminate your membership, thereby terminating this agreement and all obligations of Bud Anderson hereunder. Bud Anderson has the right to send a termination invoice at that time.

Credit Card & Checking Information

Bud Anderson takes the issue of your privacy seriously, including the security of your credit card and bank information. We will only use your information for internal purposes and your information will not be shared with any other organization or sold for solicitation to any business.

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 in tort including, but not limited to negligence or otherwise) exceed the amount paid by you, if any, for your membership.

Precision Tune-Up Schedule

We will contact you when it is time to schedule your precision tune up. We will call you, send an email or text reminder or letter in the mail, or do all until we reach you. We've programmed specific dates that our technicians will be in your area. This allows us to maximize our technician's day and ensure a prompt response time to your scheduling needs. If you do not schedule your tune up by the end of that heating or cooling season, your visit will expire.

The club warranty remains valid as long as your club membership is continuous and is not interrupted. The club warranty excludes: compressors, heat exchangers, coils, specialty parts and Freon leaks.* (Repairs performed during manufacturer's warranty are excluded from the gold and silver warranty.)

Plumbing/Electrical Memberships

We will contact you when it is time to schedule your annual inspection. We will call you, send an email or text reminder or letter in the mail, or do all until we reach you. We've programmed specific dates that our Plumbers/Electricians will be in your area. This allows us to maximize our Plumber's/ Electrician's day and ensure a prompt response time to your scheduling needs. If you do not schedule your inspection by the end of that annual contract, your visit will expire.

Arbitration Clause

IMPORTANT, PLEASE REVIEW AND READ CAREFULLY. This arbitration clause affects your legal rights against Bud Anderson Heating & Cooling, Inc. ("Obligor"), and any of its successors, assigns, or agents ("we" or "us").

Arbitration Requirement

Except as stated below, and unless applicable state law provides otherwise, any dispute between you and us or arising out of or related to this contract shall be decided by arbitration, rather than any court proceeding. "Dispute" will be given the broadest meaning allowable by law. It includes any claim or controversy arising from or relating to your purchase of goods, services, memberships, service agreements or warranties provided by the Obligor and any claims in contract or tort, pursuant to statute or otherwise.

Class Arbitration Waiver

Arbitration is handled on an individual basis. If a dispute is arbitrated, you and we waive any right to participate as a class representative or class member on any class claim you may have against us or we may have against you, or in any representative capacity otherwise. You and we also waive any right to class arbitration or the consolidation of individual arbitrations.

Small Claims Court Option

You may litigate any dispute between you and us in small claims court rather than in arbitration, if the dispute meets the legal requirements to be heard in small claims court.

Governing law and Venue

For residents of the United States, arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. Seq.), rather than by state law concerning arbitration. The law governing your warranty, membership, or service agreement rights will be determined in accordance with the terms and conditions of this Agreement. Any proceedings necessary to enforce this Agreement, shall occur in Obligor's county of residence.

Costs

Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Obligor may pay your share of arbitrator or arbitration organization fees, beyond the first \$200. You may be required to reimburse Obligor for arbitrator or arbitration organization fees, in whole or in part at the discretion of the arbitrator.

Rules of Arbitration

The arbitration will be binding and decided by a neutral single arbitrator. The arbitrator will be chosen pursuant to the rules of the administering arbitration organization. Discovery, rights to appeal and other legal rights are generally more limited in arbitration than in a lawsuit or court proceeding.

Initial here that you understand the terms and conditions of this agreement:_____