

Terms and Conditions



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Welcome to the Comfort Club

Thank you for choosing Vaughan! This brochure contains important information regarding your Comfort Club Comfort Plan. Please read the following carefully before purchasing a Comfort Club Plan as it contains the terms and conditions of our agreement. Make sure to keep this brochure in a safe, dry place so you may refer to it easily.

If you have any questions regarding the following content, please feel free to contact our office at **856.627.0303**

Please visit our website **VaughanComfort.com** for the complete inspection task lists and latest terms and conditions.



Robert W. Vaughan, Master HVACR LIC # 5842 | Thomas J. Weaver | Master Plumber LIC # 9521
 NJ LIC. # 13VH01727600

GENERAL CONDITIONS

This agreement is between Vaughan Comfort Services (hereinafter referred to as the “Vaughan CS, or Vaughan”) and you, the participant(s) in the Comfort Club System Protection Plan (hereinafter referred to as the “Vaughan Comfort Club, or Comfort Club Plan”) for residential-type equipment: natural gas furnaces and boilers; oil furnaces and boilers; heat pumps; ductless heating and cooling; natural gas or electric storage-type water heaters; natural gas tankless water heaters; electric central air conditioners; electronic air cleaners; humidifiers. All other equipment and/or equipment are specifically excluded from protection under the Residential Program.

Comfort Club Plans are only available to customers in Vaughan’s service territory.

Comfort Club Plan provides protection for a one heater and one central air conditioner. Comfort Club is available for purchase for heater only or central air conditioner only. You will receive one (1) Level 1: 21-point Health & Safety Inspection per piece equipment covered during the calendar year.

Vaughan Comfort Services agrees to uphold the repair warranty as long as there is no lapse in protection and the customer maintains the original Comfort Club Plan purchased during the lifetime of the warranty protection period. Applies only to Comfort Preferred and Comfort Elite Plan holders.

Vaughan Comfort Services reserves the right to change the price (exclusions include: Comfort Plus Plans include a 1 year inflation protection (Price can be altered after 1 year of price change) . Comfort Preferred include a 2-year inflation protection (Price can be altered after 2 years of price change) and Comfort Elite include a 2-year inflation protection (Price can be altered after 3 years of price change), scope of protection, or any terms of the Comfort Club Plans at any time. In the event of such changes, you may discontinue participation in the Comfort Club Plans. Visit VaughanComfort.com for the latest terms and conditions.

COMFORT PLAN BENEFITS

21-Point Health & Safety Inspection (Level 1)- Includes one (1) Level 1 inspection per year, per piece of equipment covered. Complete listing of inspection procedures for applicable equipment located in Inspection task lists online at VaughanComfort.com

Reminder Service- includes one or all of the following: personal letter, email or phone call to the plan holder alerting them that it is time to schedule their 21-point Inspection(s).

Repair Warranty- Vaughan will uphold a repair warranty for 1 year from the date of the repair performed by a Vaughan Comfort Services technician.

COMFORT **PLUS** PLAN BENEFITS

Level 1-2 Inspection - Includes one (1) Level 1 & Level 2 Inspection, per piece of equipment covered, per year. Complete listing of inspection procedures for applicable equipment located in Inspection task lists online at VaughanComfort.com

Reminder Service- includes a one or all of the following: personal letter, email or phone call to the plan holder alerting them that it is time to schedule their 21-point Inspection(s).

Repair Warranty- Vaughan will uphold a repair warranty for 1 year from the date of the repair performed by a Vaughan Comfort Services technician.

Priority Service- Vaughan agrees to respond to the service call made by a Comfort Plus holder within 24 hours of the call being made.

No Overtime Fee on Heating, AC & Plumbing Repairs- If the repair is performed outside of normal business hours (Mon-Fri 8:00am-4:30pm) additional repair or “overtime” charges will not be charged to Comfort Plus Plan Holders.

Monthly Payment Options- Under the Comfort Plus Plan, you are eligible for a monthly payment plan option. The regular pricing for the plan is split into 12 equal monthly payments via credit card.

Replacement Loyalty Credits- Comfort Plus Plan holders receive \$25 per year in loyalty credits that can be used toward the purchase of qualifying equipment. *See Loyalty Credit Terms and Conditions for complete details.

1 Year Inflation Protection- Comfort Plus Plan holders enjoy 1 year inflation (price) protection. If Vaughan raises the price of the Comfort Plus Plan during the Plan term, the holder will not experience the increase until 1 year has passed.

COMFORT **PREFERRED** PLAN BENEFITS

Level 1- 3 Inspection - Includes one (1) Level 1, Level 2 and Level 3 Inspection, per piece of equipment covered, per year. Complete listing of inspection procedures for applicable equipment located in Inspection task lists online at VaughanComfort.com

Reminder Service- includes one or all of the following: personal letter, email or phone call to the plan holder alerting them that it is time to schedule their 21-point Inspection(s).

Repair Warranty- Vaughan will uphold a repair warranty for 2 years from the date of the repair performed by a Vaughan Comfort Services technician. Vaughan Comfort Services agrees to uphold the repair warranty as long as there is no lapse in protection and the customer maintains the original Comfort Club Preferred Plan purchased during the lifetime of the warranty protection period.

Priority Service- Vaughan agrees to respond to the service call made by a Comfort Preferred Plan holder within the same day (12 hours) of the call being made.

No Overtime Fee on Heating, AC & Plumbing Repairs- If the repair is performed outside of normal business hours (Mon-Fri 8:00am-4:30pm) additional repair or “overtime” charges will not be charged to Comfort Preferred Plan Holders.

Diagnostic Fee Savings- During regular business hours a \$95 diagnostic fee (8:00am- 4:30pm Mon-Fri) will apply. During overtime and holiday hours the Comfort Preferred Plan holder will pay \$95 (\$20 off the regular price of \$115)

Monthly Payment options- Under the Comfort Preferred Plan, the customer is eligible for a monthly payment plan option. The regular pricing for the plan is split into 12 equal monthly payments via credit card.

Replacement Loyalty Credits- Comfort Preferred Plan holders receive \$40 per year in loyalty credits that can be used toward the purchase of qualifying equipment. *See Loyalty Credit Terms and Conditions for complete details.

2 Year Inflation Protection- Comfort Preferred Plan holders enjoy 2 year inflation (price) protection. If Vaughan raises the price of the Comfort Plus Plan during the Plan term, you will not experience the increase until 2 years have passed.

Gas Water Heater Maintenance- Comfort Preferred Plan protection includes maintenance (or inspection) of the plan holders Gas Water Heater (does not include tankless water heaters). This maintenance will be performed at the same time as the Heater Inspection is performed. This protection is included only if the holder has Heater Protection or Heater and AC Protection. If plan holder only has protection for AC unit, this benefit does not apply. Oil Water Heaters are not included, additional charges will apply for maintenance. This protection is an

added benefit to Comfort Preferred Plan only, discounts or reduced pricing are not available if the plan holder does not have a Gas Water Heater.

15% off of Heating, AC & Plumbing Repairs- Comfort Preferred Plan holders enjoy a 15% discount off of the cost of the repair

COMFORT **ELITE** PLAN BENEFITS

Level 1-4 Inspection - Includes one (1) Level 1, Level 2, Level 3 and Level 4 Inspection, per piece of equipment covered, per year. Complete listing of inspection procedures for applicable equipment located in Inspection task lists online at VaughanComfort.com

Reminder Service- includes one or all of the following: personal letter, email or phone call to the plan holder alerting them that it is time to schedule their 21-point Inspection(s).

Repair Warranty- Vaughan will uphold a repair warranty for 3 years from the date of the repair performed by a Vaughan Comfort Services technician. Vaughan Comfort Services agrees to uphold the repair warranty as long as there is no lapse in protection and the customer maintains the original Comfort Club Preferred Plan purchased during the lifetime of the warranty protection period.

Priority Service- Vaughan agrees to respond to the service call made by a Comfort Elite Plan holder within the same day (12 hours) of the call being made.

No Overtime Fee on Heating, AC & Plumbing Repairs- if the repair is performed outside of normal business hours (Mon-Fri 8:00am-4:30pm) additional repair or “overtime” charges will not be charged to Comfort Preferred Plan Holders.

Diagnostic Fee Savings on Heating, AC & Plumbing Repairs- During regular business hours a \$47 diagnostic fee (8:00am- 4:30pm Mon-Fri) will apply (\$48 off the regular price). During overtime and holiday hours the Comfort Elite holder will pay \$57 (\$58 off the regular price of \$115)

Monthly Payment Options- Under the Comfort Elite Plan, the customer is eligible for a monthly payment plan option. The regular pricing for the plan is split into 12 equal monthly payments via credit card.

Replacement Loyalty Credits- Comfort Elite Plan holders receive \$70 per year in loyalty credits that can be used toward the purchase of qualifying equipment. *See Loyalty Credit Terms and Conditions for complete details.

2 Year Inflation Protection- Comfort Preferred Plan holders enjoy 2 year inflation (price) protection. If Vaughan raises the price of the Comfort Plus Plan during the Plan term, the holder will not experience the increase until 2 years have passed.

Gas Water Heater Maintenance- Comfort Elite Plan protection includes maintenance (or inspection) of the plan holders Gas Water Heater (does not include tankless water heaters). This maintenance will be performed at the same time as the Heater Inspection is performed. This protection is included only if the holder has Heater Protection or Heater and AC Protection. If plan holder only has protection for AC unit, this benefit does not apply. Oil Water Heaters are not included, additional charges will apply for maintenance. This protection is an added benefit to Comfort Elite Plan only, discounts or reduced pricing are not available if the plan holder does not have a Gas Water Heater.

15% off of Heating, AC & Plumbing Repairs- Comfort Elite Plan holders enjoy a 15% discount off of the cost of the repair

Plumbing Inspection- Vaughan Comfort Services will provide one (1) visual inspection of Comfort Elite Plan holders plumbing system.

HUMIDIFIER **ADD-ON** PLAN BENEFITS

The Humidifier inspection(s) will be performed at the time of Heater Inspection. At this time, Vaughan will inspect the unit and clean necessary parts, replace the humidifier pad, test and adjust all safety and operating controls, and inform the customer of the equipment condition. Humidifier Protection is not available for individual purchase.

The customer must hold a Comfort Club plan in order to be eligible to purchase Humidifier Protection. The customer will enjoy the same Humidifier protection benefits of the Comfort Club Plan that they hold. Example: If a customer has a Comfort Plus Plan, when they purchase Humidifier Protection, their Humidifier will then be eligible for Comfort Plus Plan benefits.

ELECTRONIC AIR CLEANER **ADD-ON** PLAN BENEFITS

The Electronic Air Cleaner inspection(s) will be performed at the time of Heater and/or Air Conditioner Inspection. At this time, Vaughan will inspect the unit and clean necessary parts, thoroughly clean applicable filters, test and adjust all safety and operating controls, and inform the customer of the equipment condition. Electronic Air Cleaner Protection is not available for individual purchase.

The customer must hold a Comfort Club plan in order to be eligible to purchase Electronic Air Cleaner Protection. The customer will enjoy the same Electronic Air Cleaner Protection benefits of the Comfort Club Plan that they hold. Example: If a customer has a Comfort Plus Plan, when they purchase Electronic Air Cleaner (EAC) Protection, their EAC will then be eligible for Comfort Plus Plan benefits.

LIMITATIONS

Defective or inoperative equipment are ineligible for protection. Vaughan assumes no responsibility and shall not be liable for any losses or damages caused by or arising from the failure and inoperability of equipment. However, under no circumstances shall Vaughan be held liable in excess of the payment received for Comfort Club or any conditions that are beyond our control.

All equipment is subject to inspection, at Vaughan's discretion, before acceptance into Comfort Club .

All service calls received by Vaughan are handled in order of receipt of request with the exception of Comfort Plus holders (24 hour guaranteed response), Comfort Preferred & Comfort Elite Holders (same day (12 hour) guaranteed response). Vaughan will not be responsible for unavailability of parts, labor difficulties, acts of nature, fires, floods, or any other conditions beyond the reasonable control of Vaughan Comfort Services.

Multiple Units Located in Same Residence – If there is more than one gas furnace or boiler, electric central air conditioner, or other piece of equipment of the same type in the residence (e.g., two humidifiers or two electronic air cleaners), a Comfort Club Plan must be purchased for each piece of equipment. The Comfort Club Plan holder is responsible for providing safe and adequate access to all equipment.

LOYALTY CREDITS

Loyalty Credits can be accumulated and used toward the purchase of any qualifying heating and/or air conditioning system. The total amount of Loyalty Credits that can be accumulated is \$500. A maximum of \$25/per year for Comfort Plus, \$40/year for Comfort Preferred and \$70/year for Comfort Elite can be accrued by the Plan(s) holder. The maximum amount of loyalty credits that can be accumulated per year (listed above) remains the same whether the plan holder has 1 or multiple plans. (i.e. if customer has 2 Comfort Plus Plans they receive \$25/year, not \$50/year)

Qualifying equipment and Credit Limit is as follows:

Oil/Gas Furnace: Credit Limit \$350, Oil/Gas Boiler: Credit Limit \$500, Central Air Conditioning System: Credit Limit \$250, Heat Pump: Credit Limit \$350, Electronic Air Cleaner: Credit Limit \$100, Humidifier: Credit Limit \$50

Loyalty Credits cannot be used toward the purchase of any items or services that are not listed under qualifying equipment (listed above).

Loyalty Credit cannot be redeemed for cash value. Customer must remain on a Comfort Club Plan continuously without lapse to retain purchase accrual.

GENERAL EXCLUSIONS

Comfort Club Plan protection DOES NOT include Oil Tanks (Aboveground Storage Tanks (AST) or Underground Storage Tanks (UST)). A Vaughan Comfort Services technician will review the oil tank condition at the time of the annual heater cleaning and alert the customer verbally and/or by written notice of any recommended replacement and/or condition concerns. Vaughan Comfort Services nor our employees or agents shall be liable under any circumstances for, any claims or damages, including but not limited to the remediation of contaminated ground water and/or the remediation of contamination on customer's or neighboring properties, arising out of or in connection with any and all leaks and/or failure of customer's fuel oil storage tank, associated lines, piping and fill ports.

PLUMBING INSPECTION

Since plumbing systems vary from home to home, not all plumbing issues can be identified. Plan holder is aware that the visual plumbing inspection is courtesy, which carries no guarantees or warranties of any unseen or unidentified conditions. No Vaughan Comfort Services representative shall in any way be held liable for damages that arise in the plumbing system, identified or not, and are the sole responsibility of the property owner. Not valid for real estate transactions. Customer acceptance or signature on plumbing inspection document indicates that a Vaughan technician is giving you information and does not constitute an order for service.

COMFORT CLUB RENEWAL

Unless otherwise notified by you, Vaughan shall automatically renew protection upon expiration of this agreement. If payment is not made within 30 days of invoice sent, Vaughan will automatically cancel the benefits and remove the plan and charge from the customer's Vaughan account.

MISSED OR LATE PAYMENTS

If you do not make your payments as scheduled, Vaughan Comfort Services may suspend and/or cancel your contract protection and demand immediate payment of your total balance owed. No repairs or inspections will be made until the account is brought up to date.

CHANGE OF ADDRESS

Comfort Club Plans are transferable to new homeowners or to a new residence with a 30 day written notice and upon receipt of new homeowners reading and signing these terms and conditions.

When transferred to a new residence, the residence must be within the Vaughan service area. Equipment is subject to the "Limitations" section of these Terms and Conditions.

COMFORT CLUB CANCELLATIONS

Vaughan Comfort Services reserves the right to terminate participation in Comfort Club under the following circumstances:

1. Delinquent or non-payment
2. If covered equipment does not meet listed Comfort Club eligibility requirements under

"Limitations" of these terms and conditions.





3. If your Comfort Club Plan protection is canceled for non-payment, you (the plan holder) will be responsible for paying the outstanding balance of the full Comfort Club annual price if the 21 Point Inspection was performed during the period.

You have the right to cancel your Comfort Club Plan at any time for any reason. You must notify Vaughan of the cancellation in writing or by email to:

Vaughan Comfort Services Attn: Service Billing, 212 Barrett Ave. Magnolia NJ 08049
OR Service@VaughanComfort.com

If you cancel within the first 30 days of sign-up or renewal, and if no service has been provided on the covered equipment, you will receive a full refund for Comfort Club Plan payments made on the protected equipment. If you cancel after 30 days of the enrollment or renewal period, and no service/inspection as been provided, you will receive a prorated refund . You will be responsible for paying the outstanding balance of the full Comfort Club annual price if the 21 Point Inspection was performed during the period of protection.

Thank you for choosing the Comfort Club

| My Coverage | EQUIPMENT COVERED |
|---|---|
| COMFORT  | <input type="checkbox"/> Heater <input type="checkbox"/> AC Start Date: _____ |
| COMFORT PLUS  | <input type="checkbox"/> Heater <input type="checkbox"/> AC Start Date: _____ |
| COMFORT PREFERRED  | <input type="checkbox"/> Heater <input type="checkbox"/> AC Start Date: _____ |
| COMFORT ELITE  | <input type="checkbox"/> Heater <input type="checkbox"/> AC Start Date: _____ |
| My Add-on Coverage - Available only with purchase of a Comfort Club Plan. | |
| HUMIDIFIER COVERAGE | <input type="checkbox"/> Start Date: _____ |
| ELECTRONIC AIR CLEANER COVERAGE | <input type="checkbox"/> Start Date: _____ |

This page is for your own personal use/records to keep track of your current coverage.



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