

Hales Air Conditioning, Inc.

"Hales Yeah!" Comfort Club Membership Terms & Conditions

Effective Date: September 8, 2026 · Version 5

IMPORTANT — KEY PAYMENT & RENEWAL TERMS

1. This is an **ANNUAL MEMBERSHIP** (12-month term), NOT a month-to-month plan.
2. If you choose monthly billing, you are paying the annual fee in **12 monthly installments**.
3. Once ANY membership benefit is used (discount, diagnostic waiver, maintenance visit, etc.), the **FULL annual fee is earned and due**.
4. Memberships **AUTOMATICALLY RENEW** each year unless you cancel before the renewal deadline. You can turn auto-renewal off at any time in your online customer portal.
5. To cancel, provide written notice (email, mail, or online form) or cancel by the same method you used to enroll, as required by Florida law.

HVAC SERVICES ONLY

Hales AC specializes exclusively in HVAC (heating, ventilation, and air conditioning) services. This membership does NOT include plumbing, water heater, or appliance coverage of any kind. For whole-home coverage including plumbing and appliances, please contact our sister companies Climate Control Services (Palm Beach County) or Abraham AC (Broward County).

1. Definitions

- **"Hales AC," "we," "us," or "our"** means Hales Air Conditioning, Inc.
- **"Member," "you," or "your"** means the person(s) who enroll in the Membership and whose name appears on the account.
- **"Membership"** means your enrollment in one of Hales AC's Comfort Club levels: Standard or Premier.
- **"Membership Year"** means the 12-month period beginning on your start date and each 12-month renewal thereafter.
- **"Covered Property"** means the service address listed on your account.
- **"Covered System"** means an eligible central HVAC system expressly listed as covered under your selected plan level.
- **"Membership Benefits"** include member-only pricing, discounts, waived or reduced diagnostic fees, included maintenance visits, covered-repair allowances, replacement credits, priority scheduling, and any other benefit made available only to Members.
- **"Customer Portal"** means the online account at the web address provided in your enrollment confirmation, accessed with the email and password you create at enrollment.

2. Membership Levels & Benefits Summary

Hales AC offers two Comfort Club membership levels for HVAC services only. Specific benefits vary by level as summarized below. Full coverage limits, exclusions, and eligibility requirements apply. All covered equipment must be in good working order at contract start.

Benefit	Standard	Premier
Annual Premier Tune-Up (per system)	Included (1 or 2/year, as selected)	Included (2/year)

Benefit	Standard	Premier
HVAC Diagnostic Fee	\$69 (reduced)	\$0 FREE
Repair Discounts (non-covered items)	20% Off	20% Off
HVAC Major Component Allowance	—	Up to \$1,500/yr
Replacement Credits (non-repairable)	—	Up to \$1,500
Loyalty Credit Toward New HVAC	\$100/yr (max \$1,000)	\$100/yr (max \$1,000)
24/7/365 Emergency Service Access	—	Included
Priority Scheduling	Included	Included
No After-Hours/Weekend Fees	Included	Included

NOT INCLUDED IN HALES AC MEMBERSHIPS: plumbing services or repairs · water heater coverage · appliance coverage (refrigerator, washer, dryer, etc.) · any services outside of HVAC. Hales AC is an HVAC-only company. These services are available through our sister companies.

2.1 Standard Comfort Club

- One or two annual Premier Preventive Maintenance & Tune-Up visits per covered HVAC system, based on the visit option selected at enrollment (includes drain pan treatment tablet)
- Reduced HVAC diagnostic fee (\$69 vs \$99) and priority scheduling
- 20% discount on eligible HVAC repairs (labor and standard parts)
- 20% discount on duct cleanings, filters, UV lights, and indoor air quality products
- Gold Standard workmanship guarantee on repairs performed during active Membership
- Loyalty credit: \$100 per paid Membership Year toward a qualifying Hales AC-installed HVAC replacement (max \$1,000)
- No after-hours or weekend service fees

2.2 Premier Comfort Club

Includes all Standard Comfort Club benefits, plus:

- TWO annual tune-ups (Spring & Fall) per covered system — Premier ALWAYS includes 2 visits
- No HVAC diagnostic fee for covered service calls (\$0 vs \$99)
- Covered HVAC repair allowance: up to \$1,500 per Membership Year, per covered system, for eligible major components; 20% off non-covered repairs and overages
- Replacement credits on certain non-repairable items (up to \$1,500 HVAC)
- 24/7/365 emergency HVAC service access (after-hours dispatch based on technician availability)

2.3 Repair Coverage Activation (Premier)

IMPORTANT: REPAIR COVERAGE WAITING PERIOD. The repair allowance benefits do NOT activate immediately upon enrollment. This policy prevents enrollment solely to obtain coverage for a pre-existing breakdown.

- **Option 1 — Maintenance-First Activation:** Repair coverage activates immediately after Hales AC completes your first included tune-up. Repairs identified during this initial visit are NOT covered under the allowance (but receive 20% member discount).
- **Option 2 — 60-Day Waiting Period:** If you don't schedule maintenance, repair coverage activates automatically 60 days after enrollment. During this period, you still receive all other benefits (discounts, reduced diagnostic fees, priority scheduling).

3. Pricing

Promotional discounts apply to the first year only; renewals are at standard pricing unless otherwise offered.

3.1 Standard Comfort Club Pricing

Choose one or two tune-ups per covered system at enrollment.

- **1 visit/system/year:** \$16.99/month first system + \$12.99/month each additional system.
- **2 visits/system/year:** \$33.98/month first system + \$25.98/month each additional system.

Systems	1-Visit Monthly	1-Visit Annual	2-Visit Monthly	2-Visit Annual
1	\$16.99	\$203.88	\$33.98	\$407.76
2	\$29.98	\$359.76	\$59.96	\$719.52
3	\$42.97	\$515.64	\$85.94	\$1,031.28
Each Add'l	+\$12.99/mo	+\$155.88/yr	+\$25.98/mo	+\$311.76/yr

3.2 Premier Comfort Club Pricing

Base: \$39.99/month first system + \$16.99/month each additional system (includes 2 tune-ups/year).

NOTE: PREMIER ALWAYS INCLUDES 2 TUNE-UPS. Unlike other brands, Hales AC Premier Comfort Club always includes 2 maintenance visits per year (Spring & Fall) for each covered system. Additional system pricing reflects this enhanced service.

Systems	Monthly	Annual
1	\$39.99	\$479.88
2	\$56.98	\$683.76
3	\$73.97	\$887.64
Each Add'l	+\$16.99/mo	+\$203.88/yr

4. Term, Billing & Payment

4.1 12-Month Term

Your Membership is a 12-month service contract. It begins on the date Hales AC successfully processes your first payment and continues for 12 months.

4.2 Annual Fee; Monthly Installments

The annual Membership fee is disclosed at enrollment. If you elect monthly billing, you agree that monthly billing is only an installment payment plan for the annual fee—it is not a month-to-month membership.

4.3 Benefit Use Triggers Full Annual Fee

Once any Membership Benefit is used during a Membership Year, the full annual Membership fee for that Year is earned and due. Examples include: member discount on invoice, waived/reduced diagnostic fee, tune-up visit, repair allowance applied, or after-hours fee waiver.

4.4 Payment Authorization

You authorize Hales AC to charge the payment method you provide for Membership fees and any amounts due under these Terms, including any remaining installment balance due after early termination. See Section 9 for recurring payment authorizations for online enrollment.

4.5 Account Must Be Current

Membership Benefits are available only while your account is in good standing. If a payment fails or your account is past due, Hales AC may suspend Benefits until your account is brought current.

4.6 Returned Payments; Collections

If a payment is reversed, declined, or charged back, you remain responsible for all amounts due. Hales AC may use lawful collection methods to recover unpaid balances, and you agree to reimburse Hales AC for reasonable costs of collection to the extent permitted by law.

5. Automatic Renewal & Florida Law Compliance

Unless you cancel, your Membership will automatically renew for successive 12-month terms at Hales AC's then-current rates. Hales AC will provide written or electronic notification of the automatic renewal provision no less than 30 days and no more than 60 days before the cancellation deadline for renewal, as required by Florida Statutes § 501.165.

To stop auto-renewal, Hales AC must receive your cancellation notice by 11:59 p.m. (local time) on the 3rd business day before your renewal date. Hales AC accepts cancellations by email, mail, online form, the Customer Portal, or the same method you used to enroll. **If you enrolled online, you may also stop auto-renewal at any time before the deadline using the auto-renewal toggle in your Customer Portal — no call or letter required.** Turning off auto-renewal stops future renewal terms only; it does not terminate or reduce your payment obligation for the then-current Membership Year (see Section 6.2).

6. Rescission & Cancellation

6.1 Three-Business-Day Right to Cancel

If your enrollment qualifies as a "home solicitation sale" under Florida law, you have the right to cancel until midnight of the third business day after you sign or accept the agreement. Hales AC will honor this right where applicable.

6.2 Early Termination After Rescission Period

You may request early termination of your Membership at any time after the rescission period. Early termination ends future Membership Benefits as of the effective date confirmed by Hales AC; however, you remain responsible for the full annual Membership fee for the then-current Membership Year, including any unpaid monthly installments, even if no Membership Benefits were used.

6.3 No Proration/Refunds

Except where required by law, Membership fees are non-refundable and will not be prorated.

7. General Exclusions

Unless expressly covered above, the Membership does not cover:

- **Pre-Existing Conditions:** Any condition that existed prior to the contract's effective date. Breakdowns within first 30 days may be deemed pre-existing.
- **Improper Installation or Code Violations**
- **Negligence, Misuse, or Abuse**
- **External Causes & Acts of God:** Fire, lightning, power surges, flood, storm damage, rodent damage, natural disasters
- **Rust or Corrosion**
- **Obsolete or Unavailable Parts**
- **Ductwork, Refrigerant Lines, Electrical Wiring in walls**

- **Refrigerant:** Billed at current market rates. R-22 systems not recharged.
- **Manufacturer's Warranty Items**
- **Plumbing, Water Heaters, and Appliances:** Hales AC is HVAC-only and does NOT provide these services.

8. Contact Information

- Service & Scheduling: (727) 855-7140
- Support & Cancellations: customer.support@halesac.com
- Mailing Address: Hales Air Conditioning, Inc., 4700 95th St North, St. Petersburg, FL 33708

9. Online Enrollment, Electronic Records & Payment Authorization

9.1 Electronic Acceptance

When you enroll online, through our customer portal, by phone with our virtual assistant, or on a company device presented in person, checking the acceptance box or stating your agreement constitutes your electronic signature. You agree that your electronic acceptance is legally binding to the same extent as a handwritten signature under the federal E-SIGN Act and the Florida Uniform Electronic Transaction Act (Fla. Stat. § 668.50). Hales AC records the date, time, accepted terms version, and account identifiers of your acceptance, and will include a copy of these Terms with your enrollment confirmation.

9.2 Consent to Electronic Communications

By enrolling online you consent to receive these Terms, your enrollment confirmation, renewal reminder notices required by Fla. Stat. § 501.165, billing notices, and receipts electronically at the email address on your account. You agree to keep your email address current in the Customer Portal. You may withdraw this consent by contacting Support, in which case notices will be sent by mail and some online features may be unavailable.

9.3 Recurring Payment Authorization — Card

If you pay by credit or debit card, you authorize Hales AC to initiate recurring charges to your card for the billing plan you selected (monthly installments or one annual payment) and for any other amounts due under these Terms. This authorization applies to any replacement card credentials provided by your card network's account-updater service. You may change your payment method at any time in the Customer Portal; a change of payment method does not change what you owe.

9.4 Recurring Payment Authorization — Bank Account (ACH)

If you pay from a bank account, you authorize Hales AC to initiate recurring electronic (ACH) debits from the designated account for the billing plan you selected and for any other amounts due under these Terms, in the amounts and on the schedule disclosed at checkout. You represent that you are an authorized signer on the account. You may revoke this ACH authorization by updating your payment method in the Customer Portal or by contacting Support at least three (3) business days before the next scheduled debit. **Revoking a payment authorization does not cancel your Membership or reduce the amounts you owe** — any remaining installment balance remains due, and Hales AC may collect it by other lawful means. Returned or failed debits may incur a returned-payment fee to the extent permitted by law.

9.5 Managing Your Membership Online

Your Customer Portal lets you: view your agreement and these Terms (PDF), schedule included maintenance visits, view service history, change your payment method, and turn automatic renewal on or off. Portal actions are recorded and have the same effect as written instructions.

ACCEPTANCE

By enrolling in Standard or Premier Comfort Club — whether by checking the acceptance box during online enrollment or by signing below — you acknowledge that you have read, understood, and accepted these Terms & Conditions, including all pricing, limits, exclusions, the 12-month payment obligation, the automatic renewal provision, and the electronic records and payment authorizations in Section 9.

For in-person or paper enrollment:

Customer Signature: _____ Date: _____

Printed Name: _____

Hales AC Representative: _____ Date: _____