443-843-HVAC | info@fenwickhvac.com
Licenses: MD #56885 | DE #HM-0011443 | VA #2710069333

Key Terms and Benefits

1. No service-call fees or premium rates. No service call fee or after-hours, weekend, or holiday premium labor rates for covered equipment in good standing. Standard repair labor and materials remain billable.

2. Annual renewal. Agreements renew annually on March 1st; payment is due March 1st.

3. You schedule your maintenance. Spring: March 1st–May 20th (60°F or higher outdoors preferred, but not required). Fall: Labor Day–December 15th.

4. Critical Repairs must be completed. Required Critical Repairs must be completed to retain benefits on affected equipment. Optional recommendations do not affect those benefits.

This summary is for convenience. The complete Terms below govern coverage, exclusions, and responsibilities.

1. Agreement, definitions, and covered equipment

These Residential Maintenance Plan Terms and Conditions ("Terms") govern residential preventive-maintenance plans issued by Fenwick HVAC ("Fenwick HVAC," "we," or "us") for the equipment and service address identified in the customer's accepted written or electronic maintenance agreement ("Agreement"). The Agreement identifies the customer, service location, covered equipment, fees, visit frequency, and any individualized written exceptions. Together, the Agreement and the version of these Terms identified at acceptance constitute the maintenance plan contract. If an expressly agreed individualized provision conflicts with these standard Terms, the individualized provision controls for that customer. General website terms do not expand the benefits expressly provided under this plan. Only equipment expressly identified on the accepted Agreement, at the listed service location, qualifies as "covered equipment." Coverage does not extend to unlisted appliances, related equipment not identified as covered, additional properties, a new owner, or replacement equipment unless Fenwick HVAC agrees in writing. Coverage and member benefits require an active Agreement, payment in good standing, reasonable equipment access, and completion of required Critical Repairs as described below. Maintenance visits and fee waivers do not constitute insurance or a repair warranty.

2. Comprehensive maintenance services included

The standard residential plan includes two scheduled comprehensive preventive-maintenance visits per agreement year: a spring cooling-season visit and a fall heating-season visit. Each visit includes a thorough inspection, operational testing, routine adjustments, ordinary accessible cleaning, and review of operating conditions as appropriate to the covered equipment and manufacturer recommendations. Applicable standard 1-inch pleated filters are included where suitable; specialty filters are excluded unless expressly included in writing. The exact checklist varies by equipment type, manufacturer instructions, ambient conditions, and site access. Comprehensive preventive maintenance does not include separately excluded repairs, intensive cleaning, or disassembly described in Section 10, and does not guarantee a particular diagnostic result, performance improvement, or uninterrupted equipment operation.

3. Membership benefits - no service call fees or premium rates

For covered equipment with benefits in good standing, Fenwick HVAC waives the usual service call fee and after-hours, weekend, or holiday premium labor rates. Authorized repair labor remains billable at the applicable standard business-hours labor rate and materials are additional. Any separately disclosed minimum for an authorized service visit still applies unless expressly waived. This benefit applies only to service on covered equipment at the enrolled address, not to unlisted systems, unrelated plumbing or electrical work, additional properties, or services excluded elsewhere in these Terms. It does not guarantee immediate service, 24-hour technician availability, or a response deadline. Continued eligibility for these benefits also requires timely completion of each scheduled seasonal maintenance visit or a written extension authorized by Fenwick HVAC, as provided in Section 6.

4. Pricing and initial enrollment

Maintenance plan pricing is published on Fenwick HVAC's website and the fees applicable to the customer are stated in the accepted Agreement. Multiple addresses, unusual access conditions, specialty systems, or custom frequencies may require an individualized written quote. Applicable taxes and separately authorized labor or materials are additional.

5. Annual renewal, recurring payment authorization, and notices - March 1st

The initial plan payment is due upon acceptance and is prorated according to scheduled visits remaining before the next March 1st renewal, as documented in the Agreement. Maintenance agreements automatically renew annually on March 1st unless canceled. The annual renewal payment is due March 1st and, where the customer has separately and expressly authorized recurring card payments, Fenwick HVAC will automatically charge the customer's securely stored payment method for the disclosed renewal amount on March 1st each year until that authorization or the Agreement is canceled. The enrollment or payment authorization must clearly disclose the recurring charge, frequency, amount or calculation method, and cancellation process; accepting the maintenance Agreement alone does not substitute for any separately required payment consent. Fenwick HVAC will send an advance renewal notice stating the renewal date, expected charge, and how to cancel, using the notice method and timing required by applicable law; as an additional courtesy, Fenwick HVAC intends to provide a further reminder before the charge. Renewal price increases will be communicated at least 60 days before the renewal date. A customer may cancel before March 1st to prevent renewal, and may also cancel within 30 days after March 1st and receive a full refund of the renewed-term plan payment if no

maintenance visit has been performed in that renewed term. Completed work and separately approved repairs remain payable. A failed payment may result in suspension of benefits following legally required notice and an opportunity to update payment information.

6. Customer-scheduled spring and fall maintenance

The customer is responsible for scheduling and completing both annual maintenance visits within the designated seasonal windows. SPRING MAINTENANCE MUST BE COMPLETED BETWEEN MARCH 1ST AND MAY 20TH. Outdoor temperatures of 60°F or higher are preferred, but not required. FALL MAINTENANCE MUST BE COMPLETED BETWEEN LABOR DAY AND DECEMBER 15TH. The customer should request appointments early enough to allow service within these windows, subject to Fenwick HVAC's reasonable appointment availability, safe access, and route scheduling. Fenwick HVAC may send reminders but is not responsible for initiating the customer's appointment requests. If a customer fails to schedule or make the equipment available for a required seasonal visit within its window despite reasonably available appointments, that seasonal visit is forfeited and the no-service-call-fee and no-premium-rate benefits under this plan are suspended for the covered equipment until the customer completes the next required seasonal maintenance visit. Upon completion of that next required visit, the suspended benefits are automatically reinstated for the affected equipment, provided the agreement is otherwise in good standing, required Critical Repairs are completed, and the equipment remains accepted for coverage. The forfeited visit is not automatically carried over or rescheduled for free. Fenwick HVAC wishes to accommodate reasonable circumstances and may, at its sole discretion, grant an extension of a maintenance scheduling window by accepting and scheduling an appointment outside that window. A text-message or email appointment confirmation issued by Fenwick HVAC for the out-of-window visit constitutes written confirmation and approval of that extension; no separate written approval is required. A customer request alone, without an appointment confirmation issued by Fenwick HVAC, does not grant an extension. Automatic reinstatement following completion of the next required visit does not require discretionary approval. An extension is not guaranteed and does not establish a precedent. A visit delayed or missed because Fenwick HVAC did not make a reasonable appointment available within the required period will not be treated as a customer forfeiture. Forfeiture and any related fees or refunds remain subject to applicable law.

7. Customer responsibilities and equipment access

The customer must provide safe, reasonable access to equipment and necessary utilities, obtain permission to enter or service the premises, disclose known problems and hazardous conditions, and maintain reasonable clearances. Fenwick HVAC may postpone work if conditions present an unreasonable safety risk. The customer is responsible for timely reporting of abnormal operation and for ordinary precautions against water damage, freezing, spoilage, or other losses while awaiting service.

8. Critical Repairs and optional recommendations

A "Critical Repair" is a documented repair reasonably necessary to address a safety concern or an identified likely failure or unscheduled downtime of covered equipment. Fenwick HVAC will identify the finding and communicate the proposed corrective work. The customer must complete identified Critical Repairs within a reasonable agreed time to maintain fee-waiver and premium-rate benefits for the affected covered equipment. If a required Critical Repair is declined or not completed by that time, such benefits may be suspended for that equipment until the repair is completed and verified. Optional or noncritical recommendations do not affect membership benefits. Repairs are separately approved and billed unless expressly stated otherwise in writing.

9. Initial equipment condition and existing defects

Fenwick HVAC will require an initial equipment assessment at its regular applicable service call fee and labor rates, published at https://fenwickhvac.com/service-pricing.html, before accepting equipment for maintenance coverage and membership benefits. Pre-existing defects and outstanding corrective work are excluded from the maintenance price and require separate customer authorization at regular applicable rates. If no faults requiring correction are identified, Fenwick HVAC will waive the separate initial assessment or service call fee and count that visit toward the annual maintenance schedule, as reflected in the customer proposal. If faults are identified, the initial assessment is charged at regular rates and any corrective work is separately authorized and billed; maintenance coverage and benefits begin only after Fenwick HVAC accepts the equipment in writing.

10. Additional repairs, materials, and excluded services

Unless separately specified in writing, plan fees exclude repair labor and parts, replacement equipment, refrigerant and leak repair, specialty filters, intensive coil cleaning, duct cleaning, water treatment and descaling, cleaning requiring substantial disassembly, remediation of contamination or pest infestation, correction of installation deficiencies, building or electrical code upgrades, and concealed defects. Materials and corrective work outside routine included maintenance are quoted or otherwise separately authorized and billed. Emergency service is not itself a scheduled maintenance visit.

11. Safety requirements - smoke and CO detectors

At premises where Fenwick HVAC services fuel-burning appliances under the plan, an installed, in-date combination carbon monoxide/smoke detector is required. Where one is absent, Fenwick HVAC will supply and install a suitable detector at Fenwick HVAC's actual purchase cost, without charging installation labor, subject to safe placement and applicable law. Additional devices, electrical work, or jurisdiction-specific compliance measures are separately discussed and authorized. Detection equipment does not replace required appliance inspections or other legally required alarms.

12. Cancellation, suspension, and refunds

Either party may terminate the plan by written notice, subject to applicable consumer-protection law. Customers may cancel by emailing info@fenwickhvac.com or using any additional cancellation method Fenwick HVAC makes available; customers who enroll online will be provided a reasonably accessible online cancellation method where required by law. Cancellation of a recurring-payment authorization will stop future card

charges and may also terminate or suspend the plan if another payment arrangement is not made. Cancellation before March 1st prevents the next renewal charge. Customers who cancel within 30 days after a March 1st renewal, before any visit in the renewed term, receive a full refund of that renewed-term payment. Otherwise, charges for completed visits and separately authorized work remain due, and prepaid fees attributable to unperformed visits are refunded on a prorated per-visit basis, excluding visits properly forfeited under Section 6 to the extent permitted by law and subject to any more favorable individually agreed terms. Fenwick HVAC may suspend affected benefits for nonpayment, unsafe or unavailable access, or unresolved Critical Repairs as these Terms allow and will give notice and a reasonable opportunity to address the issue when practicable. Termination does not discharge amounts already owed.

13. Limitations, external damage, and liability

This plan is preventive maintenance, not insurance, an extended warranty, or a guarantee against equipment failure or property loss. Plan fees do not include repairs or losses caused by external events such as hurricane or storm damage, flooding, lightning, power surges, fire, vandalism, or other causes outside routine equipment maintenance. Nor do plan fees cover consequential losses including spoiled food, loss of use, or utility interruption. Nothing in these Terms excludes Fenwick HVAC's liability for its own negligence to the extent prohibited by law or limits nonwaivable statutory rights. Separate warranties on actual repairs or installations remain subject to their applicable written terms.

14. Notices, communications, and records

The customer must maintain accurate contact details for visit scheduling and renewal notices. Formal cancellation or contract notices may be delivered to info@fenwickhvac.com or by another method expressly specified in the Agreement. Customers may request a copy of their accepted Agreement and the governing edition of these Terms. Electronic acceptance is effective where permitted by law.

15. Changes to Terms

Fenwick HVAC reserves the right to revise, amend, replace, or update these Terms and Conditions at any time, with or without advance notice, to the extent permitted by applicable law. The most current published version is available at https://fenwickhvac.com/maintenance-terms.pdf and supersedes earlier posted versions for prospective use. Changes will apply to existing agreements only to the extent permitted by applicable law and the customer's accepted agreement; nothing in this provision retroactively eliminates vested rights or benefits already earned. The separate requirement to provide at least 60 days' advance notice of renewal price changes remains in effect.

16. Governing law and legal provisions

Applicable law at the service address governs, subject to nonwaivable consumer-protection requirements. If a provision is held invalid or unenforceable, remaining provisions continue to the maximum extent permitted by law. Nothing in these Terms removes a right or remedy that cannot lawfully be waived.

Current published Terms and Conditions: https://fenwickhvac.com/maintenance-terms.pdf