



Mark's Plumbing - Diamond Club – Technical Terms of Service

1. Membership Structure & Billing The Diamond Plumbing HVAC Club, a service of Mark's Plumbing, is a recurring monthly subscription at the rate of \$7.95. Enrollment authorizes recurring ACH or credit card transactions. Cancellation requires a 30-day written notice. Mark's Plumbing reserves the right to suspend benefits if the account remains in unpaid for a period of 15 days or more.

2. Annual Preventative Maintenance (PM) Inspection Members are entitled to one (1) comprehensive multi-point safety and performance inspection per 12-month period.

- **Scope:** Includes visual inspection of heat exchangers, refrigerant levels, electrical connections, and plumbing drainage/supply lines.
- **Exclusions:** This service is diagnostic in nature only. Consumables (filters, UV bulbs, belts), system cleaning (coil cleaning, jetting), and repair labor are not included in the "No Service Fee" inspection and will be quoted at our current rate, less the 10% member discount.

3. Priority Service Scheduling Members receive "Front of Line" status. During Peak Demand Periods (defined as exterior temperatures exceeding **95°F** or falling below **32°F**), Mark's Plumbing will prioritize member dispatch over non-member calls. This does not constitute a guaranteed Time-to-Arrive but ensures priority in the dispatch queue.

4. Reduced Service Fee & Repair Discounts

- **Service Fee:** The \$49 reduced rate applies to standard diagnostic dispatches during core business hours between 8:00AM and 5:00PM. After-hours, holiday, and emergency dispatch fees are excluded from this specific rate but may be eligible for a 10% reduction from the standard emergency rate.
- **Repair Discount:** The 10% discount applies to the "Total Job" price (labor and materials) for repairs performed by Mark's Plumbing. This discount cannot be compounded with other rebates, seasonal promotions, or "Total System Replacement" quotes unless specified in writing.

5. Warranty Provisions & Limitations

- **Workmanship Warranty:** The 2-year warranty covers defects in craftsmanship and parts supplied and installed by Mark's Plumbing.
- **Exclusions:** Warranty is voided if the system is serviced by an unauthorized third party, subjected to "Acts of God" (surges, flooding), or if the failure is due to lack of standard maintenance or misuse. Drain cleaning and "stop-gap" repairs carry a 30-day limited warranty.
- **Manufacturer Fixture Warranty:** Diamond Plumbing will facilitate manufacturer warranty claims for fixtures; however, the client is responsible for any shipping, handling, or administrative fees not covered by the manufacturer's specific terms.

6. Liability Limitation Membership does not imply a guarantee against system failure. Mark's Plumbing is not liable for secondary or consequential damages resulting from equipment failure, including but not limited to mold, water damage, or loss of use.

7. Reservation of Rights and Terms Modification

Mark's Plumbing reserves the right to modify, add, or remove program benefits, pricing, and these Terms of Service at any time without prior notice. Any changes will be effective immediately upon being updated on our website. Continued use of the membership following any such changes constitutes your agreement to the revised terms.