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## Apollo Home Care Plans Terms and Conditions

**TERMS & CONDITIONS** The Home Care Plan and these Terms and Conditions (together, the “Agreement”) are between the customer (“Customer”) and Apollo Home (“Company”). Services under this Agreement are provided by the Company, as well as any other companies under the Company’s direction that may be selected by the Company, to perform repair service on the home mechanical systems outlined in this Agreement. The Company, during the term of this Agreement and subject to the following conditions, agrees to repair or replace, at the Company’s discretion, any covered home mechanical system (plumbing, heating, air conditioning) located at the covered property (the “Covered Systems”) to normal operational condition. This Agreement covers only the systems which are noted on the Agreement confirmation as being covered and which are located on the covered property and in normal operating condition on the first date of the term of this Agreement. Customer represents that, except as described in any service requests, all plumbing, heating, and air conditioning systems are in good repair and condition, and agrees to hold Company harmless for damages related to undisclosed defective conditions. Customer also represents that, if repairs or adjustments require any alterations or additions to structure or property, Customer will obtain written consent of the owner thereof prior to the performance of work and will hold Company harmless for any damages claimed by the owner thereof related to services performed subsequent to Customer’s failure to obtain such consent.

**COVERAGE TERM AND RENEWAL** The term of this Agreement for Covered Systems shall be one (1) year from the date of enrollment, which will commence upon date of execution of a Monthly Payment Plan and Company accepting the payment and issuing this Agreement. Company reserves the right to inspect the covered property and all Covered Systems before issuing this Agreement. Company also reserves the right to reject any policy if an inspection by our service professional finds the equipment to be in such condition that service will be unsatisfactory to both parties. At any time, Apollo may modify these Terms & Conditions without notice, including monthly Plan coverage prices. These Terms & Conditions and any modifications thereto, can be found at [www.apollohome.com](http://www.apollohome.com). Prior to the Renewal Date, Apollo will notify you of any changes to these Terms & Conditions, and such changes will be automatically in effect from the Renewal Date.

**AGREEMENT FEES** Customer agrees to pay the costs shown on the Agreement for Covered Systems and options (“Agreement Fees”). Company reserves the right to charge a service fee of \$35.00 for any returned check or bank account debit.

**MONTHLY PAYMENT PLAN** Customer may elect to pay monthly with automatic credit card or bank account debits. The minimum initial term is 12 months. Coverage will automatically continue after the initial twelve-month term unless cancelled by either the Customer or Company. Following the initial twelve-month term Company may increase Agreement Fees with 30 days written notice.

**SERVICE** Company responds 24 hours daily, and 7 days weekly, including holidays, with priority service on all service requests for all Care Plan customers. There is never any charge for overtime. For non-emergency service requests it is the Customer’s responsibility to provide access to the Covered Property for repairs during normal business hours.

**PLANNED MAINTENANCE** During the initial term of this Agreement and each subsequent 12 month term, Company will schedule (1) planned maintenance visit for each Covered System with the Customer. Maintenance under the Agreement will be performed during normal working hours and scheduled at the Company’s discretion, and potentially before and after peak heating and cooling season. Service fees will not be charged for planned maintenance visits. Company will only perform this maintenance on working systems; the repair of non-working systems is subject to applicable service fees.

**SERVICE CALL FEES** Under the “Gold” Apollo Home Care Plan a trade service fee shall be charged for each occurrence (subject to change, based on market conditions). Service fee(s) shall be charged for each occurrence for items repaired or replaced under the same home mechanical system. Service calls for different trades cannot be combined into one call. Repairs performed under this Agreement will be warranted for 30 days on parts and labor. Service fees are in addition to Agreement Fees. Under the “Gold” plan repair of non-working systems is NOT covered. Under the “Gold” plan the cost of all repairs will be the sole responsibility of the Customer. Under the “Gold” plan the Customer may receive a discount of 15% for emergency or other repairs during normal business hours.

**ITEMS COVERED** Gold Plan: Planned maintenance on covered heating, cooling, and plumbing systems, 15% discount on parts and labor for repairs\*. Platinum Plan: Planned maintenance on covered heating, cooling, and plumbing systems; no charge for parts and labor for listed items\*\*. When covered as an option under Golf or Platinum; Humidifier, electronic air cleaner, media air filter, zone controls. When covered as an option (available on Platinum plan only): septic tank (distribution box, inlet & outlet Tee's and necessary pumping only); water softener (excludes maintenance); tankless water heater; battery back-up sump pump, water lines under the basement floor or concrete slab and plumbing outside the home.

\*Additional fees are applicable and coverage is required for additional HVAC systems, optional items, and additional water heaters.

\*\* Heat exchangers, compressors, condensing, evaporator coils, and boiler controls are only included while under manufacturer warranty.

**ITEMS NOT COVERED HEREUNDER INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:** This Agreement applies only to services made necessary as a result of Customer's reasonable and ordinary use of the Covered Systems. Any repair or replacement that is necessitated by a failure to act reasonably in the operation of the Covered Systems, utilize the Covered Systems in its ordinary manner, or promptly report any malfunction or suspected malfunction in the Covered Systems is not included in this Agreement and shall be paid for by Customer in accordance with Company's normal rate schedule. Customer agrees to notify Company promptly of any unusual operating conditions, malfunctions, or defects in the Covered Systems in order to coordinate remedial measures, if any, subject to Company's availability.

This Agreement does not apply to: fixtures in which the Covered Systems are contained or to which they are attached; trays, defrosting pans, block tin, ducts, plumbing, electrical wiring, casings, pans or defrost heaters; deterioration of housing castings, frames or other items due to corrosion; cosmetic defects; poor water pressure or rust in water where original galvanized piping is still in place; color or purity of hot and cold water systems; water recirculating systems; hot water dispensers; sewage grinder pump and lift station; grouting; caulking; cracked or broken ceramic, fiberglass, simulated marble, granite, tubs, sinks, tile, walls, floors, sub flooring and any fixture; foundation and building structure; window air conditioning units; gas air conditioning systems; outside or underground piping and components for geothermal and/or water source heat pumps, pumps and pump components for geothermal and/or water source heat pumps; heating/water heater combination units; solar water heating and components; power vented water heaters; water heater maintenance; generators; cracked or broken sewer or water service lines; fire, smoke and security alarm systems; batteries; computerized/electronic management systems for energy, lighting system, security or appliances; items damaged by abuse, negligence or improper use; hazardous or toxic materials; mold and/or fungus; chemicals; asbestos; duct cleaning; missing parts; detachable accessories for any covered item; mechanical system failure due to local code violations, pre-existing conditions and concealed or camouflaged damage; damage resulting from alterations or additions made to property or grounds; damage to any item as a result of fire, water, smoke, lightning, freeze, earthquakes or settling of foundation, theft, storms, accidents, negligence of third parties, war, riots, acts of God, labor disputes or freeze-ups of any kind, vandalism, improper installation, power failure or surge, pest/pet damage, neglect (including coil and blower cleaning), or misuse; septic tank drain field lines and pumps within the septic tank; boiler sections, piping, radiators, pumps and gauges; treatment for wood infestation insects; nor to any repairs or replacements if caused by the negligence or want of care of Customer in maintaining the Covered Systems

Any repairs not included under this Agreement will be performed at Company's standard rates.

**LIMITATIONS** This Agreement applies only to single and no more than 4 unit multi-family residences. This Agreement does not cover mobile homes. This Agreement covers only matters of which the Company is advised during the term of the applicable Agreement, and does not cover conditions which existed prior to the issuance of this Agreement, nor items that are the responsibility of the Customer. Company is not responsible for matching color or brand. Replacement is based on builders standard makes and models. Company will not reimburse other vendors for services performed without prior approval. Company will not be liable for consequential damages to property or personal injury resulting from the failure of any component or system or from Company's delay or failure to provide service due to conditions beyond Company's control such as, but not limited to, unavailability of materials or labor difficulties. Company is not responsible for code violations or design limitations in systems. Company will upgrade to code at Customer's expense, but such upgrades are not covered by this Agreement. If any system otherwise covered is rendered inoperable due to non-availability of one or more of its parts, the Company shall not be responsible for replacement of the entire non-operating system. Company shall only be required to make a reasonable allowance based on the value of the available comparable parts. It is the Customer's responsibility to provide access required to make repairs. The expense incurred to gain access, or the expense of repair of damage necessary in order to gain access such as, but not limited to landscaping, sheetrock, flooring, carpet, ceramic tile, bath or shower enclosures and paving and damage to finished areas such as paint, wallpaper and cosmetic damage resulting from any repair made under this Agreement shall be the responsibility of the Customer. Company shall not be required to furnish any items of equipment,

labor or other services that are recommended or required by insurance companies or by any governmental agency, including the conducting of any test required by any of the foregoing. Company can at its sole discretion use parts manufactured or supplied by parties other than original equipment manufacturers. Company shall not be responsible for any delay or failure to render the services or to make delivery of any merchandise as set forth herein due to: federal, state, or municipal actions or regulations; strikes or other labor troubles; fires; embargoes; accidents; war; acts of God, or any other causes contingent to, or circumstances beyond the control of Company and/or makes the fulfillment of this Agreement impractical.

**LIMITS OF LIABILITY** The express warranties and agreements set forth in this Agreement are the only obligations of the Company to the Customer under the Agreement. All other agreements, undertakings and warranties by the Company, including but not limited to warranties of merchantability of fitness for a particular purpose are expressly excluded. This Agreement does not create, establish or confirm any obligation of Company to any person not designated as a Customer hereby. Under no circumstances shall the company be liable for actual, incidental, or consequential damages arising out of its performance or claimed nonperformance under this Agreement, including but not limited to, liability for damage to property, personal injury or death. In no event will Company be responsible for any loss, damage, illness or injury resulting from condensation leaks or frozen pipes or drains.

Customer acknowledges that mold and bacteria are naturally occurring micro-organisms that commonly exist in the indoor and outdoor air. Mold and bacteria can live and grow on almost anything given the proper conditions, including in HVAC systems (like duct work, filters, condensers) if moisture is present. Bacteria and mold may also grow on cloth, carpet, leather, wood, plasterboard, insulation, human foods, ceiling tiles, wall boards and other objects. Exposure to specific types of mold and bacteria may affect human health. Persons who suffer from allergies, compromised immune systems or lung disease may be most at risk, as are infants and pregnant women. Customer represents that they will comply with all operating instructions and manuals provided to help control mold and bacteria. Company bears no liability, and Customer releases and indemnifies Company and its officers, agents, employees, and insurers from liability, for any bacteria, mold, or mold-related losses, damages, or injuries, including without limitation those caused by Company's negligence, that arise from the presence of bacteria, mold, or mold-related constituents.

If the Covered Systems require the use of water, either recirculated or otherwise, the water thus used may be or become contaminated, or cause corrosion. As neither the extent nor nature of such contamination or corrosion can be predicted, Company hereby assumes no liability related to either the quality or condition of the water or for any damage that it may cause to the Covered Systems. Customer understands that this Agreement does not cover the replacement or repair of any part of the Covered Systems that is caused by water contamination, corrosion or any other cause attributable to the use of water by the Covered Systems, whether as to ordinary wear and use or otherwise. Company warrants that the standard of workmanship of the work performed hereunder shall be that which is reasonable and customary in the industry in Southwest Ohio. Without limitation, Company does not make any warranty, express or implied, regarding the manufacture or operation of any Covered Systems installed, maintained, or serviced by Company under this Agreement or regarding the existence or absence of bacteria, mold, or mold related constituents on or in Equipment or on Covered Systems, property, or any and all other materials located on Customer's premises.

Company shall not be liable for any damages whatsoever that are occasioned by defective design, defective materials, defective operation or malfunctions of Covered Systems or for any Covered Systems that is designed in accordance with the owner's instructions or specifications. Neither shall Company be liable for any design malfunction of any person or entity or for faulty plans and specifications. The extent of Company's liability hereunder shall be limited to the repair or replacement of any Covered Systems in the event of faulty operation or malfunction of the Covered Systems. Company bears no liability and Customer releases and indemnifies Company and its officers, agents, employees, and insurers from liability for any losses, damages, or injuries, including without limitation those caused by Company's negligence, that arise from the performance of this Agreement (including without limitation installation, repair, and operation of Covered Systems), except as provided this section. In no event shall Company be liable for damages of any kind, whether direct, indirect or consequential.

COMPANY MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE WORK PERFORMED OR THE EQUIPMENT INSTALLED, MAINTAINED, OR SERVICED HEREUNDER INCLUDING, WITHOUT LIMITATION, A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF MERCHANTABILITY, OR A WARRANTY OF HABITABILITY. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**TRANSFER** At Company's sole discretion and option, this Agreement may be assigned during its term to a subsequent purchaser of the covered property (a "Transferee Customer"), but after such assignment this Agreement will only cover systems which are transferred to the Transferee Customer as part of the sale. For an assignment of this Agreement to be

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effective, the Transferee Customer must, within 30 days of the closing of the sale of the covered property, notify the Company in writing of the sale and of the name and address of the Transferee Customer. The Company reserves the right to inspect the covered property and all covered appliances and systems before renewing or transferring the coverage.

**PERFORMANCE GUARANTEE** This is not a contract of insurance.

**TERMINATION AND CANCELLATION** Following the initial 12-month term this Agreement may be cancelled by the Customer or Company with 10 days written notice. This Agreement may be cancelled by Company: 1) for Owner's failure to pay Agreement or Service Call Fees when due; 2) in the event of fraud or material misrepresentation by Customer of any fact or circumstances relating to electrical or mechanical systems, and related damage, covered by this Agreement; 3) in the event the covered property is determined to be unsafe and the conditions are not corrected within 30 days of notification in writing by Company; (4) In the event of the performance of any alterations, adjustments or repairs to the Covered Systems by any party other than Company without the prior written consent of Company.

**DEFAULT** If Customer fails to make payment as required by this Agreement within 30 days, Company may terminate the Agreement without notice to Customer. Customer acknowledges all services have been provided under the Agreement at a discount per the Agreement and agrees to be responsible for the full price of all services provided to date at the current rate for like services not provided under a service Agreement. Said amounts will be billed to Customer by Company and are due and payable upon receipt. Said unpaid balance will accrue interest at 1.5% per month. If this agreement is referred for collection or legal action, Customer agrees to pay Company all interests, costs and expenses including reasonable attorney's fees not to exceed 15% incurred by Company.

**MISCELLANEOUS** This Agreement and the items listed on the agreement confirmation constitute the entire Agreement between the parties. No oral representation applies. This Service Agreement is not effective until payment is received in full or upon date of the execution of a Monthly Payment Plan. Any claims or controversy relating to this Agreement or to matters of interpretation, performance, breach and obligations of the parties shall be construed and adjudicated in accordance with the laws of the State of Ohio. If any part of this Agreement shall be declared to be void or unenforceable by any court or administrative body of competent jurisdiction, such part shall be deemed severable from the remainder of this Agreement, and this Agreement shall continue in all respects to be valid and enforceable.

December 12, 2012