



Stanley Ruth Co.
287 Walton Ave
Bronx, NY 10451

Dear Shareholder,

Our records indicate that your HVAC systems are not protected by a Stanley Ruth maintenance and service agreement.

Stanley Ruth is New York's premier air conditioning contractor. We are eager for the opportunity to show you why we have been in business longer than any other air conditioning provider in the city.

We know how difficult it can be to get expert air conditioning repair and service in a timely fashion—especially during summer months. As a contract customer with Stanley Ruth, you can bypass the headache and get access to quick, reliable white-glove service.

Sign-up today by filling out the attached form.

Sincerely,
STANLEY RUTH CO., LLC

Get Started by using the following:

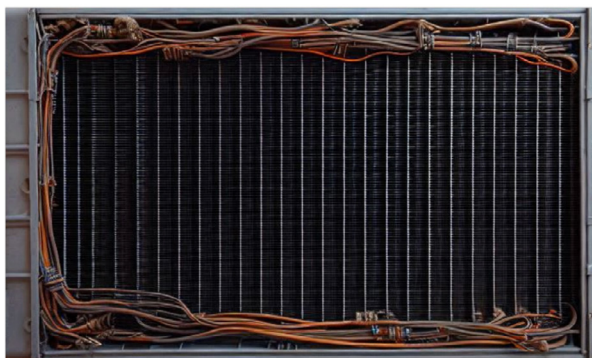
Call
(646) 439 3255

Email
service@stanleyruth.com

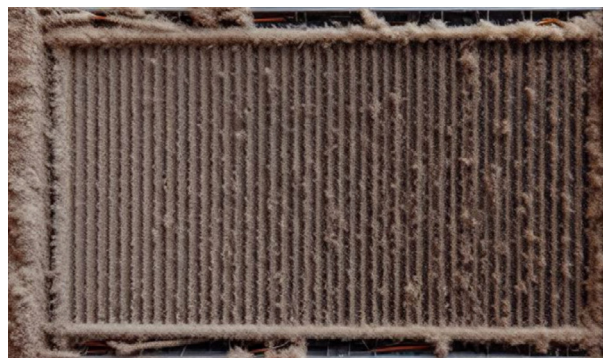
Write & Mail
Using the enclosed form

Clean Air Has Never Been More Important

Are you Maintaining Your Air Conditioning?



Brand New Evaporator Coil



2 Years Without Maintenance

Mold, Allergens, & Foul Odors:

Without routine inspection, dangerous mold can quickly overtake your HVAC unit and distribute toxic particles & foul odors throughout your home.

Unexpected breakdowns, costly repairs & water damage:

At best, a neglected HVAC system will lead to poor performance and undue mechanical stress; at worst it will lead to costly leaks that can cause significant property damage.

It's never too late to start maintaining a healthy through-the-wall HVAC system

Choose the Right Plan for You

	Bronze	Gold	Platinum
Two preventative maintenance visits per year	●	●	●
Priority level for service calls	High	Higher	Highest
Discounted repairs	20% Discount	20% Discount	Fully covered up to \$1500/unit
Access to temporary AC units during shop repairs		●	●
Replacement Discount		5% Discount	10% Discount

Sign-Up Today

Follow the Steps Below

Step 1: Identify the Number of Units in Your Apartment

Through-the-wall

We are looking for an accurate count of all of the units in the apartment. We provide contracts for apartments and not for individual units. You will need to include all units in the apartment to determine the total price for the apartment.



A PTAC unit in your home/apartment will look like this.

Step 2: Please Tally the Number of Units in Your Apartment:

Step 3: Please Select Your Plan

Select one:

Bronze

of units
x \$400

Total Price

Plus sales tax 8.875%

Gold

of units
x \$550

Total Price

Plus sales tax 8.875%

Platinum

of units
x \$660

Total Price

Plus sales tax 8.875%

Stanley Ruth will provide notice prior to renewal in case you would like to make any changes to your plan.

For office use only:

Payment Authorization

Please fill out the form below and mail this form to: **Stanley Ruth Co, 287 Walton Ave, Bronx, NY**

First name Last name

Email Phone number

Address line 1 Apt. number

City State Zip

I authorize Stanley Ruth Co. LLC to charge for the agreed upon contract.

Annual renewal will be charged to original payment method unless notice of cancellation is provided 30 days prior to contract renewal.

Signature Date

Please Choose a Payment Method: Credit Card / Bank payment / Personal Check

Mastercard, Visa or Discover

Card Type: MasterCard ☐ VISA ☐ Discover ☐

Cardholder First Name:

Cardholder Last Name:

Card holder number:

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Expiration:

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Security Code:

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Zip Code:

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American Express

Cardholder First Name:

Cardholder Last Name:

Card holder number:

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Expiration:

--	--	--	--

Zip Code:

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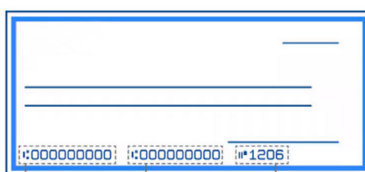
Bank Payment - Bank Account Information

Name on Payment Account:

Bank Name:

Account Type: Checking ☐ Savings ☐ Business ☐ Checking ☐

You can retrieve your routing and account number from your bank.
If you are using a checking account, you can find the information at the bottom of the check.



9 Digit Routing
Number

Account Number

Check Number

Routing number:

Bank Account Number:

I authorize Stanley Ruth Co., LLC to debit my bank account for the agreed upon contract.

Personal Check

If you are paying by personal check, please postmark in an envelope to the following address: **Stanley Ruth Co, 287 Walton Ave, Bronx, NY 10451**

By mailing in a personal check, you authorize Stanley Ruth Co., LLC to debit payments from your personal account once per year for the agreed upon contract.

For Stanley Ruth use. ID:

Call
(646) 439 3255

Email
service@stanleyruth.com

Write & Mail
Using the enclosed form

Air Conditioning Maintenance and Service Contract Terms and Conditions:

This Contract sets forth the entire agreement between Stanley Ruth Co., LLC ("Stanley Ruth", "Service Provider", "us", "our" or "we") and Customer listed on Payment Authorization Form (the "Customer", "you" or "your") of the services to be provided herein. No other representation, promise, or condition shall modify this Contract unless in writing and signed by both parties. We are contractually obligated to provide you Service under this Contract in accordance with, and as allowed by state law. The parties agree as follows:

1. Scope of Services: Stanley Ruth will perform the following services ("Service") for the Customer's air conditioning system(s) identified in the Proposal: a). Furnish the labor and material necessary for two (2) preventive maintenance service (Fall/Spring) inspections to clean, test, maintain, and adjust the equipment for proper operation only for those units identified in the Proposal. Maintenance services must be scheduled at least one week in advance. b). Respond to calls for service requested by the Customer between the times of regular inspections during normal business hours 8 A.M. to 5 P.M. Monday through Friday. Special service calls will be made within 3 days after such a request. c) PTAC Units: Furnish the necessary labor, parts, and equipment necessary for repairs that result from a service call at either: (i) a 20% discount to the existing price of billable hours and materials if you select the Bronze or Gold Protection Plans or (ii) for free up to a maximum value of \$1,500.00 if you select the Platinum Protection Plan. d) Central Air Conditioning Units: Furnish the necessary labor, parts, and equipment necessary for repairs that result from a service call at either: (i) a 20% discount to the existing price of billable hours and materials if you select the Bronze Plan or (ii) a 30% discount to the existing price of billable hours and materials if you select the Platinum Plan. e) PTAC Units Only: Provide loaner (i.e. rental) equipment at customer's request if shop repairs are required and you select the Gold or Platinum Protection Plan. Stanley Ruth will temporarily provide rental equipment for no more than 2 months. If the loaner equipment is kept for more than 2 months, you will be charged the replacement price for that unit or a rental fee at an amount equal to \$250.00 per month until such time as the loaner equipment is returned. Stanley Ruth maintains a large inventory of loaner equipment, however, availability is based on current warehouse stock. If Stanley Ruth does not have compatible equipment in stock, loaner equipment will not be provided. Stanley Ruth cannot guarantee loaner equipment will be available for certain obscure air conditioning models. Loaner equipment cannot be installed until the extent of repair work for the Customers system has been determined. Stanley Ruth cannot deliver and install loaner equipment on an initial site visit. Loaner units will be delivered and installed during a follow-up appointment at a later date. f) Replacement Unit Discount: Stanley Ruth will apply a discount to the price of a replacement unit based on the Protection Plan: Bronze: 0% discount; Gold (plan available for PTACs only): 5% discount; Platinum: 10% discount. This replacement discount applies only to replacement of existing units and does not apply to entirely new installations.

2. Additional Equipment: During the Agreement term, Customer and Stanley Ruth may agree to add coverage of additional or substituted equipment to the membership. If additional or substituted equipment is added to the plan during the term, you will be responsible for the full yearly difference in pricing of the additional or substituted equipment. The renewal date of the plan will not be affected by removal or addition of equipment during the pending term.

3. Equipment Exclusions: This agreement does not include the maintenance, repair, or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines, or non-moving parts such as ductwork, vessels, boiler shells, tubes, vents, flues, grilles, tower fill, or refractory material. The Service specifically does not include sleeve replacement, new installations, or replacements of existing equipment, all of which shall be at additional cost to the Customer. Stanley Ruth shall not be required to furnish any equipment, service, or materials, perform tests, or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor, or regulatory authority, or to pay any future taxes imposed by any governmental agency. However, Stanley Ruth can provide these services outside the membership for an additional charge based on standard pricing.

4. Service Scheduling: Stanley Ruth will perform its duties during regular business hours on the dates agreed to by the parties. All work will be carried out in a manner intended to minimize inconvenience to the Customer's use of the premises.

5. Outside Providers: During the term of this Agreement, if the covered equipment has been maintained, repaired, replaced, or otherwise handled by anyone other than Stanley Ruth, Stanley Ruth shall have no obligation to service the equipment, and any warranty or obligations hereunder shall be considered void. Stanley Ruth will charge you for services related to that equipment as a non-member for the remainder of the term.

6. Term: a) The term of this Agreement is for a period of one (1) year from Stanley Ruth's receipt of the executed Agreement and Membership Fee (as defined below) (the "Initial Term") and shall automatically renew each year unless the Customer provides written notice of cancellation to Stanley Ruth at least thirty (30) days prior to the end of the then-current term. b) Renewal agreements will be automatically mailed prior to the conclusion of the Initial Term. Payment is expected at the time of renewal. Upon receipt of both the Membership Fee and the signed renewal agreement, this Agreement shall continue for an additional one (1) year term. Either party may provide written notice at least thirty (30) days prior to the expiration of the then-current term to indicate an intent not to renew.

7. Payment Terms: a) Service Fees: The Customer shall pay to Stanley Ruth an annual membership fee ("Membership Fee") for each term of this Agreement. The Membership Fee will be stated in the Agreement and re-assessed annually upon renewal, subject to adjustment as provided herein. b) Repair Costs: Costs for repairs and replacements not covered under regular maintenance shall be billed separately based on Stanley Ruth's discounted rates. c) Payment Schedule: The full Agreement price shall be due and payable immediately upon execution of this Agreement, unless otherwise agreed to between Stanley Ruth and the Customer. At Stanley Ruth's option, no service shall be rendered to any Customer in default of payment for this Agreement or any other work performed by Stanley Ruth. d) Payment Authorization: Stanley Ruth is authorized to charge for the Membership Fee (including all renewals) and for services rendered in accordance with the payment method submitted with this Agreement. If the Customer's payment information changes, the Customer will promptly provide Stanley Ruth with the updated information. You authorize Stanley Ruth to make recurring charges to your credit card or bank account and, if necessary, initiate adjustments for any transactions credited or debited in error. This payment authorization will remain in effect until Stanley Ruth is notified in writing to cancel it, allowing reasonable time for Stanley Ruth to act on the request.

8. Price Changes: Stanley Ruth may change the price of the Membership Fee or services from time to time and will communicate any price changes to you in advance. Written notice of any changes will be provided at least forty-five (45) days prior to the effective date. Price changes will take effect at the start of the next membership period following the date of the change. If you do not agree to a price change, you have the right to reject the change and cancel this Agreement by providing written notice to Stanley Ruth at least thirty (30) days prior to your annual renewal date.

9. Customer Responsibilities: a) The Customer shall provide Stanley Ruth with access to the serviced systems during regular business hours and, in the case of emergency repairs, at any time. The Customer is responsible for removing any furniture or other items that could hinder access. Stanley Ruth does not move furniture or other personal property. b) The Customer shall operate all serviced systems in accordance with the instructions provided by Stanley Ruth and the equipment manufacturer. c) The Customer shall promptly report any unusual operation of the equipment or changes in comfort conditions. d) Only authorized personnel from Stanley Ruth, or a service organization authorized by Stanley Ruth, may handle or operate the equipment covered under this Agreement. If the equipment has been installed or maintained by anyone other than Stanley Ruth or an approved party, Stanley Ruth shall have no obligation to service the equipment, and any warranty or obligations hereunder shall be considered void.

10. Cancellation: a) Stanley Ruth Termination: Stanley Ruth may cancel this Agreement at any time without prior notice. Such cancellation must be made in writing and delivered either personally or by written correspondence to the Customer. Upon cancellation, the Customer shall pay Stanley Ruth for all services rendered and expenses incurred up to the date of termination. b) Customer Termination: The Customer may not cancel this Agreement more than fifteen (15) days after signing the Agreement, after renewal, or after a service visit—whichever occurs first. Any mid-year cancellation by the Customer will take effect the day after the last day of the current term.

11. Refunds: Stanley Ruth does not provide refunds or credits for any partial membership periods unless this Agreement is cancelled within fifteen (15) days of signing or renewal, and prior to a service visit.

12. Transferability: This Agreement is transferable to a new property owner of the covered location and/or equipment at no additional charge for the remainder of the current term, provided that a written request is submitted to Stanley Ruth.

13. Limitation of Liability: a) Stanley Ruth shall not be responsible or liable for: (i) Failure to render or perform any service, or furnish materials or labor required hereunder, for any reason beyond Stanley Ruth's control, including acts or omissions by manufacturers or suppliers, or the Customer's failure to move furniture or other items near the equipment. (ii) System design or maintaining design conditions through the performance of this Agreement. (iii) Balancing airflow other than at the equipment. (iv) Losses or defects resulting from vandalism, fire, flood, wind, war, riots, strikes, labor troubles, civil commotion, negligence, acts of God, freeze-ups, compressors, or heat exchangers. (v) Equipment failures not due to Stanley Ruth's performance, or improper operation by Customer's employees, agents, or tenants. (vi) Adjustments requiring structural or property alterations or additions. (vii) Water damage, contamination, erosion, electrolysis, vibration, plumbing stoppages, failure of utility services, low voltage conditions, lighting issues, single phasing, or other electrical abnormalities. (viii) Dilution of system glycol. (ix) Damage to furniture, fixtures, or other property near, under, around, or along the path to the equipment, including incidental damage during access. (x) Failure or damage to equipment caused by improper fuel or fuel supply. (xi) Losses arising from failure to maintain proper safety systems, including those detecting refrigerant leaks. (xii) Delays or failures caused by any of the foregoing or other causes beyond Stanley Ruth's control, including losses such as revenue or equipment/process downtime. (xiii) The identification, handling, removal, or transportation of any regulated or hazardous substances, including but not limited to asbestos, certain refrigerants, and used refrigerant oils. If such materials are encountered, Stanley Ruth may discontinue work until the hazard is removed or eliminated, receive an extension of time equal to the delay, and may charge for refrigerant recovery, recycling, reclamation, or losses due to delay. The Customer agrees to hold Stanley Ruth harmless from any claims arising from equipment non-use, misuse, or periods where regular maintenance did not occur. b) Stanley Ruth makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, or any warranties arising from trade usage or course of dealing. c) If Stanley Ruth is found liable for loss or damage due to negligence or other causes, liability shall be limited to the annual Membership Fee paid. This limitation applies regardless of cause or origin, including negligence by Stanley Ruth or its agents or employees. d) In no event shall Stanley Ruth be liable for indirect, incidental, special, punitive, or consequential damages, even if advised of the possibility. This limitation applies to all claims whether in contract, tort, negligence, or strict product liability. Any action against Stanley Ruth must be brought within twelve (12) months of the cause of action.

14. Water Contamination and Erosion: If any equipment requires the use of water, either recirculated or otherwise, the water may become contaminated and/or cause corrosion. Stanley Ruth will not be held liable for any damages to serviced systems, piping, components, or real property resulting from freeze damage or insufficient glycol levels. Many factors can cause dilution in system glycol beyond Stanley Ruth's control, and therefore Stanley Ruth cannot be held responsible. The Customer hereby releases Stanley Ruth from any liability for damages caused by such contamination or corrosion.

15. Water Damage: Stanley Ruth shall not be liable for any water damage arising from the provision of HVAC services, except to the extent directly caused by Stanley Ruth's gross negligence or willful misconduct. In such cases, Stanley Ruth's liability shall be strictly limited to the repair of the directly affected area and, if necessary, up to ten (10) square feet of adjacent materials. Stanley Ruth is not responsible for matching flooring, paint, finishes, or other aesthetic considerations. Furthermore, Stanley Ruth shall bear no liability for damage resulting from pre-existing conditions, system failures, acts of nature, or the Customer's negligence, misuse, or failure to follow recommended maintenance. Under no circumstances shall Stanley Ruth be responsible for consequential, incidental, or indirect damages, including but not limited to mold remediation, property devaluation, or loss of use.

16. Insurance and Waiver of Subrogation: It is understood that Stanley Ruth is not an insurer. Property and liability insurance shall be obtained by the Customer, and the amounts payable to Stanley Ruth under this Agreement are based upon the value of the services and the scope of liability set forth herein, and are unrelated to the value of the Customer's property or the property of others located at the Customer's premises or elsewhere in the building. The Customer acknowledges that this Agreement does not provide limitless liability for Stanley Ruth and agrees that Stanley Ruth shall be exempt from liability for loss or damage directly or indirectly related to the services provided. If Stanley Ruth is found liable for loss or damage due to negligence or any other cause, its liability shall be limited to the Membership Fee. This limitation applies regardless of cause or origin and includes losses resulting directly or indirectly to persons or property from the performance or nonperformance of obligations under this Agreement or from negligence, active or otherwise, by Stanley Ruth, its agents, or employees. The Customer agrees to use best efforts to obtain a provision in all insurance policies it carries waiving the right of subrogation against Stanley Ruth. In the event of loss or damage to the premises, building, or contents, the Customer shall first seek recovery from its insurance before making any claim against Stanley Ruth. To the extent possible, the Customer shall obtain policy provisions waiving claims against Stanley Ruth for losses covered by insurance. Both parties, for themselves and their insurers, waive all such insured claims against Stanley Ruth. If loss or damage is covered by insurance containing a waiver of subrogation against Stanley Ruth, the Customer releases Stanley Ruth from liability related to such loss or damage. In the event the Customer suffers a loss for which Stanley Ruth would otherwise be liable, and the Customer's insurance includes a waiver of subrogation against Stanley Ruth, the Customer releases Stanley Ruth from any liability with respect to that loss or damage.

17. Force Majeure: Stanley Ruth shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, governmental actions, or other unforeseen events.

18. Indemnification: The Customer agrees to indemnify, defend, and hold harmless Stanley Ruth, its affiliates, and their respective members, managers, officers, directors, employees, agents, successors, and assigns from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of the Customer's breach of this Agreement or any negligence or willful misconduct by the Customer.

19. General: a) **Entire Agreement:** This Agreement constitutes the complete and exclusive understanding between the parties regarding the subject matter and supersedes all prior agreements, whether oral or written. b) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. c) **Assignment:** The Customer shall not assign, transfer, delegate, or subcontract any rights or obligations under this Agreement without prior written consent from Stanley Ruth. Any unauthorized assignment or delegation is null and void. Such unauthorized actions do not relieve the Customer from any obligations under this Agreement. Stanley Ruth may assign or delegate its rights or obligations to any affiliate or to any person acquiring all or substantially all of its assets without Customer consent. d) **Governing Law:** This Agreement is governed by the laws of New York. The parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if that court lacks jurisdiction, the courts of the State of New York located in Westchester County. e) **Amendments:** No waiver, amendment, or modification of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought. f) **Waiver of Jury Trial:** EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ATTACHMENTS AND APPENDICES. g) **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, each deemed an original, all constituting one agreement. Signed copies delivered electronically have the same legal effect as originals. h) **Effective Date:** This Agreement is effective as of the date set forth herein. Payment of the Membership Fee by the Customer constitutes acceptance of the Agreement terms. i) **Notices:** Any notice required or permitted under this Agreement shall be in writing and is deemed delivered when (a) delivered in person, (b) sent by email, or (c) sent by certified mail, return receipt requested, to the addresses listed in this Agreement.