



Elemental Harmony™ Maintenance Program Agreement

Four Elements Electrical Contracting, LLC

11169 Journal Parkway, King George, VA 22485 | 540-623-7599

theAteam@feecva.com | feecva.com

Contract Effective Date: _____

1. Customer & Property Information

Customer Full Name: _____

Primary Phone: _____ Alternate Phone: _____

Email: _____

Service/Property Address: Street: _____

City: _____ State: _____ Zip: _____

2. Membership Services & Term

This is an initial **1-Year Membership** OR **3-Year Membership** commencing on the Effective Date above and ending one (1) year (or three (3) years) later, unless terminated earlier per Section 5 or not automatically renewed as per Section 6 below. The Customer listed above shall be a member upon selecting and paying for the first annual payment of one of the following package option and terms:

2A. Selected Package (check one):

- Earth** – Home Electrical System Maintenance
- Wind** – Home Electrical System + EV Charger Maintenance
- Water** – Home Electrical System + Generator Maintenance
- Fire** – Home Electrical System + EV Charger + Generator Maintenance
- Ether** – EV Charger Maintenance Only

(See below for details on each package)

Annual Base Membership Fee

(based on selected package and term):

Package 1-Year Membership 3-Year Membership

| | | | | |
|--------------|------------|--------------------------|----------|--------------------------|
| Earth | \$400/yr | <input type="checkbox"/> | \$300/yr | <input type="checkbox"/> |
| Wind | \$700/yr | <input type="checkbox"/> | \$500/yr | <input type="checkbox"/> |
| Water | \$765/yr | <input type="checkbox"/> | \$565/yr | <input type="checkbox"/> |
| Fire | \$1,015/yr | <input type="checkbox"/> | \$715/yr | <input type="checkbox"/> |
| Ether | \$350/yr | <input type="checkbox"/> | \$250/yr | <input type="checkbox"/> |

Base Membership Fee: \$_____ /yr

Additional Electrical Panels

(only for packages including Home Electrical System Maintenance):

Number of panels to cover beyond main one: ____ × \$50/year = \$_____ /year

Total Add-on Options: \$_____ /year

Total Annual Payment Due: \$_____

2B. Included Element Services:

Earth, Wind, Water, and Fire include Home Electrical System Maintenance:

- Electrical Panel Inspection: Check for corrosion, loose connections, or buzzing/discolorations. Use thermal imaging to detect hot spots.
- Circuit Breakers: Exercise breakers to ensure they open and close correctly. Inspect for signs of deterioration.
- Smoke/CO Detectors: Test all smoke detectors to ensure they are working properly and replace batteries.
- GFCIs: Test all GFCIs to ensure they are working properly.
- Arc Fault Breakers: Test all Arc Fault Breakers to ensure they are working properly.
- Surge Protectors: Check connections and verify proper LED indicator status.
- Air filters: Replace air filters with customer-provided air filters at annual appointment.

Wind, Fire, and Ether include EV Charger Maintenance:

- Cable/Connector/Plug Check: Look for frayed insulation, exposed wiring, cracks, or sharp bends in the charging cable. Inspect the handle and connector for cracks, loose parts, or debris.
- Damage/Vandalism: Check for cracks in the casing or evidence of tampering.
- Indicator Lights: Ensure status lights are behaving normally without error codes.
- Connector Maintenance: Clean the connector pins to maintain conductivity and to remove debris.
- Functional Test: Plug into the car and confirm it charges to the normal power level without errors, if car is on site.
- Mounting: Ensure the unit is firmly attached to the wall or pedestal.
- Internal Inspection: With the power off, check for signs of heat, such as discolored wire insulation or warped plastic.
- Firmware Updates: Check the manufacturer's app or website for firmware updates to enhance performance and security.
- Torque Check: Verify that internal lugs and electrical connections are properly tightened.
- Electrical Testing: Test ground fault protection (GFCI), if equipped, and confirm that voltage/current output is within specs.
- Circuit Breaker: Inspect the circuit breaker for heat, damage, or improper operation.
- FREE use of a loaner EV Charger in case of needed repair or replacement

Water and Fire include Generator Maintenance:

Annually:

- General Inspection & Cleaning
- Inspect Fuel System & Battery
- Perform a Load & Battery Test

Every Other Year (starting Year 1):

- Oil Change & Oil Filter Replacement
- Air Filter Replacement
- Spark Plug Replacement

All elements (Earth, Wind, Water, Fire, Ether) include the following membership benefits:

- Priority scheduling for service calls including guaranteed call within 24 business hours and scheduled onsite follow-up date
- 5% discount on labor for additional non-included electrical services/repairs.
- 5% discount on materials for additional non-included electrical services/repairs.
- Entry into a drawing to win our annual member appreciation gift (minimum \$500 value!).

Terms and Conditions

The above membership packages provided by Four Elements Electrical Contracting LLC (“Contractor”) to Customer are hereby subject to the following terms and conditions:

3. Limitations and conditions.

- a. Services are limited to non-invasive, visual observations of readily accessible areas and components at the time of inspection. Contractor is not responsible for latent defects, concealed conditions, or issues not reasonably observable without destructive testing or disassembly unless expressly agreed in writing.
- b. Customer agrees to hold Contractor harmless and indemnify Contractor for any existing issues identified in writing to the Customer which the Customer declines to address.
- c. To the fullest extent permitted by law, Contractor’s total liability under this Agreement shall not exceed the total fees paid by Client for membership in the prior year. This limitation applies to all claims, including negligence, breach of contract, and any consequential, incidental, indirect, or punitive damages.
- d. Contractor makes no warranties, express or implied, including merchantability or fitness for a particular purpose. The written inspection report is for Client’s sole use and benefit unless otherwise agreed. Services shall be performed professionally and workmanlike; no other warranties are implied and are hereby expressly disclaimed.
- e. Customer shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, agents, subcontractors, and affiliates (collectively, the “Contractor Indemnitees”) from and against any and all claims, demands, liabilities, damages, losses, expenses, and costs (including reasonable attorneys’ fees and court costs) arising out of or in any way related to Contractor’s performance of the Services under this Agreement, including but not limited to any claims based on or arising from Contractor’s negligence, errors, omissions, or other acts or failures to act in connection with the membership services.

4. Work Product

- a. A written inspection report will be provided to Customer after each inspection included in Customer’s membership package. The written inspection report is based on conditions existing at the time of inspection.
- b. Contractor is licensed, bonded, and insured for the work to be performed under this contract. Contractor’s VA Class A license number is #2705174018.

5. Termination

- a. By Customer: The Customer may terminate this Agreement at any time for any reason by providing thirty (30) days' written notice to the Contractor. Upon such termination, the Customer shall remain responsible for all fees accrued up to the effective date of termination.
- b. Early Cancellation Costs: If the Customer terminates this Contract prior to the end of the then-current Term (initial or renewal) for any reason other than (i) a material breach by the Contractor that remains uncured after thirty (30) days' written notice, or (ii) termination is required by law, the Customer agrees to pay an early cancellation cost equal to 50% of the total remaining unpaid membership fees (base fee plus any selected add-on fees) for the remaining portion of the Term, calculated from the effective date of termination. Customer agrees this cost is intended to compensate the Contractor for administrative costs, discounted service commitments, priority scheduling allocations, and lost anticipated revenue, and is not a penalty but a reasonable liquidated damages provision.
- c. By Company: The Company may terminate this Contract immediately upon written notice if the Customer breaches any material provision (including non-payment), fails to provide safe access to the Property, or if continued performance poses a safety risk or violates applicable law. In such cases, no early cancellation cost shall apply, and no refunds will be issued to the Customer.
- d. Effect of Termination: Upon any termination, the Company shall have no further obligation to provide Services, and the Customer shall pay any outstanding fees and the early cancellation costs (if applicable) within thirty (30) days. No refunds will be issued for fees already paid. All provisions intended to survive termination (e.g., limitation of liability, indemnification, governing law) shall remain in effect.

6. Renewal of Term

- a. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1)-year periods (each a "Renewal Term") on the same terms and conditions as set forth herein (including the then-current base membership fee plus any selected add-on fees), unless the Customer provides written notice of non-renewal to the Contractor at least thirty (30) days prior to the end of the then-current Term or Renewal Term.
- b. The Customer may prevent automatic renewal by sending written notice via:
 - ➔ Email to theAteam@feecva.com
 - ➔ Mail to 11169 Journal Parkway, King George, VA 22485
- c. The Contractor will provide the Customer with a clear and conspicuous notice of the upcoming renewal. Such notice will include (i) that the Contract will auto-renew unless canceled, (ii) the exact date by which cancellation must be received to avoid renewal, (iii) methods for cancellation, (iv) any fee changes for the Renewal Term, and (v) a copy of these auto-renewal provisions. Such notice will be provided no less than thirty (30) days

and no more than sixty (60) days before the end of the then current Term or Renewal Term, as required by Virginia Code § 59.1-207.46(E). A Renewal Term is subject to reasonable adjustments in price for increased costs, labor, or materials, which will be disclosed in advance via written notice as described in section 6(c)(iv) above.

- d. Upon non-renewal or termination, the Customer remains responsible for all fees accrued through the end of the current Term, and no refunds will be issued for partial periods. The Company will cease providing Services upon the effective end date.

7. Miscellaneous

- a. This agreement shall be construed according to the laws of the Commonwealth of Virginia. The choice of venue shall be in the County of King George or in the discretion of Contractor.
- b. This agreement constitutes the entire agreement between the parties and no prior oral or written agreement is binding upon the parties as to the nature of membership. Furthermore, this agreement shall not be deemed to be modified unless the modification is of equal dignity, meaning a written document signed by both parties.
- c. Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control (e.g., acts of God, weather, strikes, pandemics, government orders), provided prompt notice is given.
- d. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

By signing below, Customer acknowledges review of the above and agreement with all the terms herein. I authorize charges corresponding to the selected membership package, confirm all information is accurate, and acknowledge the auto-renewal terms in Section 6.

Customer Signature: _____ Date: _____

Contractor Rep. Signature: _____ Date: _____