



Open Sesame Garage Doors

Garage Doors Maintenance Membership Agreement

Effective Date	
Open Sesame	Open Sesame Garage Doors LLC P.O. Box 3072 Gilbert AZ 85299 (623) 561-8896
Member Information	
Service Address	
Monthly Membership Fee	\$14.95 per month.
Initial Membership Term	One Year. Plan automatically renews unless member cancels. Member can cancel at any time upon written notice to Company.

Purpose: Open Sesame’s comprehensive Garage Door Maintenance Membership Plan (the “Plan”) provides you the ultimate peace of mind as a homeowner. Our maintenance membership plan is affordable and can save you thousands on unnecessary repairs and replacements. Prolongs the life of your door and opener. Protects your investment. Semi-annual maintenance and inspections. Priority emergency service and scheduling. Discounts on sales, parts, and service for life of the plan, and a whole lot more.

1. **Monthly Membership Plan:** By signing this agreement, you subscribe to Open Sesame Garage Doors Maintenance Membership Agreement on the terms set forth in this agreement.

2. **Monthly Fee:**
 - a. The Member will pay the Monthly Membership Fee specified above.
 - b. Payments are due on the first day of each month, unless otherwise specified.
 - c. Member will provide the Company with a credit card and will authorize the Company to charge the Monthly Membership Fee to the Member’s credit card on the first day of each month. Should Member choose to terminate its membership, such termination will

be effective as of the next scheduled credit card charge date. In no event will any previously paid charges be refunded.

- d. In the event any credit card charge is declined, Company will promptly notify Member and Member will be provided updated or corrected credit card information and authorize future charges to be charged to such updated credit card. If payment is not timely made, Company may terminate this agreement upon written notice to Customer.
- e. For any services requested by Member outside the scope of this agreement, Customer and Company will separately agree upon the services to be provided and the charges for such services, prior to any such work being performed by Company.
- f. Open Sesame agrees that it will not increase the monthly cost of the plan within the first year after this agreement is signed. After the first anniversary of this agreement, Open Sesame may increase its monthly fees upon not less than 30 days' notice to you.

3. Services Provided to Member:

- a. Included Services: Company will provide the Membership Plan Services as specified in Exhibit A to this Agreement. Such services will be provided in accordance with the schedule specified in Exhibit A.
- b. Excluded Services: Those services listed in Schedule A as Excluded Services are expressly excluded from the services provided under the Plan. Should you desire those services, at Open Sesame's option, they may be provided at an additional cost. All costs for excluded services will be separately quoted by Open Sesame, and if requested by you, you will be responsible for paying the costs for the Excluded Services.

4. **Scheduling Services**: You can contact Open Sesame either online or by telephone to schedule your services under the Plan. In accordance with the Plan, you will receive priority scheduling for all Plan services. While Open Sesame will try to send you reminders when normal scheduled maintenance is due for your garage door, it is your responsibility to schedule the maintenance services.

5. **Transferability of the Plan**: Should you sell your home, this Plan may be transferred to any new homeowner who purchases your home. In order to transfer the Plan, you must give notice of the transfer to Open Sesame within 30 days after the closing of the sale of your home, and provide Open Sesame with all information necessary regarding the new homeowner. The new homeowner must sign a then current version of this agreement agreeing to honor the terms of this agreement. Open Sesame agrees that it will not increase the price of the Plan to the new homeowner because of this transfer; however, Open Sesame may increase the price of the plan for the new homeowner as otherwise permitted in this agreement.

6. **Term**: The initial term of the agreement is one year from the Effective Date. Upon expiration of the initial one-year term, the agreement will automatically renew on a month to month basis unless you terminate the agreement.

7. Termination of Agreement:

- a. You may terminate this Agreement at any time by providing Open Sesame written notice of termination. Your termination will be effective as of the next date you are scheduled to be charged under the Plan. In no event will Open Sesame refund you any monthly fee paid on your account.
 - b. Open Sesame may terminate the agreement upon 30 days' notice if you fail to pay your monthly membership fee. In addition, Open Sesame may terminate this agreement at any time after the first anniversary of this agreement by giving you 30 days' notice of termination.
 - c. Open Sesame may terminate this agreement at any time, upon notice, if, in its reasonable business judgment, providing the services at your location creates an unsafe condition or its employees or staff are harassed when attempting to provide services at your location.
8. **Warranty:** Open Sesame's regular warranty regarding its services will apply to any services performed under this agreement. All Product warranties are solely provided by the manufacturer of the products. All manufacturers' warranties for any products will be provided by Open Sesame to you. NO OTHER WARRANTIES ARE PROVIDED; AND ALL OTHER WARRANTIES OF EVERY KIND AND NATURE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
9. **Additional Provisions:** This agreement is governed by Arizona law. In any action or arbitration brought to enforce or interpret this agreement, the prevailing party in any such action will be awarded its court or arbitration costs and its reasonable attorney's fees.
10. **Arbitration.** Any dispute arising out of or related to this agreement will be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Any such arbitration will be conducted in English. The arbitration will be conducted before a single arbitrator.

Open Sesame

Member

By: _____
Authorized Signature

Signature

Name Printed

Name Printed

Schedule A – Garage Door Maintenance Plan Services

Included Services – Services Included in the Plan

- All service call fees for the term of the Agreement. You will not pay any service fees for included services
- All maintenance fees for the term of the Agreement
- 35 point inspection (conducted semi-annually)
- Lube and tune door (conducted semi-annually)
- Balance springs and cables
- Calibrate opener diagnostics
- Program openers and remotes
- Lube and tune openers
- Provides a record of maintenance for manufacture warranties.
- Guaranteed Priority Emergency Service and priority scheduling for members.

All of the above services are included in the Plan. Be sure to call us to schedule these services.

In addition, if you need to purchase a new garage door, new parts, or repair services, you will also receive:

- 10% Off Purchase of New Garage Door and Opener Systems
- 10% Off Garage Door Repairs and Replacements

The plan covers up to two (2) standard residential garage doors and openers for one residential single-family home. For homes that have additional garage doors or openers, additional fees may apply.

Excluded Services – The following services are NOT INCLUDED in the Plan

The following parts and services are excluded from the Plan:

- Repair Costs
- Replacement of parts
- Replacement of new doors & openers

[Plan members will receive a discount on the purchase of a new garage door or repair services as provided above].

[Commercial Locations and Commercial Garage Doors are Excluded. For a quote for commercial locations, commercial high garage doors, commercial weight garage doors, RV garages, or non-standard door systems, please call Open Sesame for additional options]

Transferability

The Plan is transferable in accordance with the terms of the Garage Doors Maintenance Membership Agreement.