

Contract for Services

This is a contract by and between Awesome Air & Heat Service and “customer,” whose signature appears on the front. The terms of the contract will be written in and, if acceptable to both parties, signed by each. The work to be done and/or parts & equipment to be installed or replaced and the fee to be paid by customer will be written in. The remaining terms of this contract are set forth herein.

Customer agrees to pay the fees stated in the contract. **Customer represents that he/she is the owner of the system to be worked on or has direct authority from the owner(s) to contract for work to be done on it.** If the customer is signing in a representative capacity, then his or her capacity shall be clearly stated under signature, along with the name of the party that is represented. If customer’s representations are false, then customer agrees to be bound and to be liable for the fees contracted for. Customer understands and agrees that his/hers breach of this contract can, if enforcement in a court of law becomes necessary, become liable for court costs, attorney fees, and interest at a rate of 10% per year, in addition to the amounts due under this contract. The laws of Texas shall govern the terms and enforcement of this contract.

Customer agrees to make a cash deposit in the indicated amount before any duty to perform by Awesome Air shall arise. The deposit is non-refundable.

Customer states, by his or her signature on front that no other oral agreements have been made that are not reflected in the terms of this written contract, and that he or she understands that **there are no warranties except those stated under the “Warranty” provisions** below.

Because customers sometimes do not desire to pay what is necessary to correctly repair their system(s), but instead only want immediate problems fixed as a temporary measure, Awesome Air will accommodate such requests, but **WILL NOT GIVE ANY WARRANTIES.** If customer does not agree to the recommendations of Awesome Air regarding the type of work that should be done, or parts/equipment to be replaced or installed, but instead directs Awesome Air to do less than what Awesome Air recommends to properly repair or install customer’s system, the customer agrees that there shall be no warranty, express or implied, given by Awesome Air for the work to be done or the parts/equipment to be installed. And customer shall not hold Awesome Air & Heat Service liable for any damage(s) this may cause to customers existing system(s) & equipment and/or property. **In such case, Awesome Air specifically disclaims that it is providing any warranty of merchantability or of fitness for a particular purpose.**

Warranty on Our Services

If you, the purchaser of our services, have met your obligation under the Contract for payment in full of the fees stated in the Contract, the Awesome Air will warrant its work on your heating and/or air conditioning system for the period indicated from date the work was performed. If your system should fail to operate properly during the warranty period due to our failure to properly repair it, we will repair the system at our sole cost and expense. Awesome Air will determine the source of the problem at no additional charge to you within 96 hours after notification by you that a problem exists. Awesome Air will designate, by appointment only, time frame and date for arrival to address the issue(s). If the cause of your problem is not related to the work we performed under this Contract, then we will advise you of the nature of the new problem and what is required to fix it.

You must allow us to have physical access to all parts of your system. Your failure to allow us reasonable access to your system will excuse any further performance of our obligations under this warranty, and we will not be liable for breach of this warranty. Our warranty for commercial or rental properties is one year only and is non-transferrable to any new property owners. Longer warranties are for existing owner-occupied homes, so if a property is converted to a rental by its owner, the warranty is shortened at that time to one year from the original date of service or equipment installation.

This warranty will become void if you allow any third party to attempt to “repair” your system for any reason. To keep this warranty in effect, you must give Awesome Air at least 96 hours to begin work on your system before calling in third parties to work on your system. Delays in completing repairs due to the unavailability of necessary replacement parts and equipment shall not be considered a breach of this warranty. Warranty work is only done Monday through Friday during regular business hours.

Limited Warranty on Parts

Awesome Air warrants to you, the purchaser whose name(s) appear on the contract for services, that all parts Awesome Air uses to repair your heating or air conditioning system will be free from defects and will function properly as installed for the period of time indicated on the front. The warranty period is to begin on the date that the contract is performed or the part(s) are installed, whichever is earlier.

All parts that are covered by this warranty are indicated in the Contract you signed. This warranty does not exist unless and until you have paid the fees specified and agreed to in the contract.

If any part or equipment we installed should fail to function properly during the warranty period, then Awesome Air will, at its option, either repair or replace it at no charge, within 96 hours after being notified of the failure. This warranty is limited to repair or replacement of the defective parts or equipment that were installed by us and that failed during the warranty period. **It does not include any incidental or consequential damages that may result from the failure of parts we installed. Any warranty implied by law concerning merchantability or fitness for a particular purpose is hereby limited in duration to the period set forth in this written warranty.**

This warranty DOES NOT cover parts and equipment that have been damaged by lack of required maintenance servicing, or by abuse, accident, alteration, modification, misuse, or tampering by you or third persons. Replacement of a warranted part by you or a third party will void our warranty for such part; you must give us the opportunity to repair or replace the part ourselves. Freon is a chemical and is not considered as a part and is not a warranty item. Therefore, the Freon and labor to charge system is not under warranty. Plugged drains and drain blows are not considered a warranty item, and are not covered under our warranty. Customer will be charged for drain blows and chemicals to clean that occurs with any repair, service, and/or installation. Awesome Air is not responsible for clogged drain lines that may backup/overflow and cause any damages(s) to the structure of the customer’s house. Awesome Air will not be responsible for any old antiquated, and/or existing duct work that comes open, loose, or leaks. Our warranty only covers new ductwork we install.

You have a duty to give notice to Awesome Air of any failure of the parts installed by Awesome Air, and give Awesome Air personnel reasonable opportunity to remedy the problem. Notice shall be given either orally or in writing to Awesome Air, at: PO Box 27547, Austin, TX 78755; phone: 513-327-8383. Your failure to allow us physical access to your heating and air conditioning equipment, during reasonable hours, will excuse Awesome Air from complying with its obligations under this warranty.

Any defective part(s) that are replaced by Awesome Air become the property of Awesome Air so that we may pursue any claims we may have against the manufacture(s) of the defective part(s).

Customer Billing Statement Notification

If your check is dishonored, you agree to pay a processing fee of \$30, or any higher amount allowed by law. We may electronically debit or draft your account for this fee. Also, if your check is returned for insufficient or uncollected funds, your check may be electronically re-presented for payment.

Lastly, customer agrees not write or authorize publishing of any ‘review’ of Awesome Air & Heat Service or its performance of work under this contract until AFTER customer has first obtained a judgment against Awesome Air & Heat Service or its principals or agents related to this contract and the work performed under it. Customer further agrees to send the text of any proposed ‘review’ to Awesome Air & Heat Service 14 days prior to publishing it on any sort of social media website (excluding Yelp), or elsewhere; state where the ‘review’ is intended to be published, and permit Awesome Air & Heat Service to submit a response. Because it is impossible to gauge the harm caused by spurious reviews, the parties hereto agree that a violation of this paragraph shall be compensable at \$1,000.00 per violation as liquidated damages.