

IMPORTANT TERMS AND CONDITIONS
Bowien Heating & Star Air Home Services

1. Bowien Heating & Star Air Home Services hereafter be referred to as Contractor.
2. Contractor shall furnish only the labor and materials necessary to perform the agreed upon labor and materials of this AGREEMENT which has been approved by Buyer in the form of an Estimate. Any deviation from or addition to the agreed upon labor and materials must be in writing and signed by both contractor and customer. In the event unforeseen circumstances, including compliance with code requirements, labor and/or materials were not contemplated in the proposed price, the proposed price shall be increased. Unforeseen drywall repairs shall be billed separately and in no event will they be deemed included in the purchase price, unless noted in this agreement.
3. Buyers agree to provide Contractor with a safe and readily accessible work site.
4. Completion and start dates are not guaranteed. Delays in completion and starts beyond Contractors control shall not be grounds for cancellation of this agreement. Contractor shall not be liable for any delay in the performance of the agreement or for any damages suffered by customer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, shortage of labor, fuel, power, materials, or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control.
5. Customer shall pay the Contract Price in full at the time Contractor completes its work. Completion is defined as the time when equipment is installed and operating. Defects, if any, are to be corrected under Contractor's warranty and shall not be reason for delay in payment. Contractor's billing period ends the 25th of each month, and reserves the right to periodically invoice for portions of work completed to date.
6. Customer shall pay a finance charge of 2.5% per month (or the maximum amount allowed by law) on the balance of the contract price not paid at completion, or for other services performed, to include all future services. Invoices are due upon receipt.
7. In the event that collection is deemed necessary by Contractor, Buyer agrees to pay all reasonable collection costs, attorney fees, interest charges (stated above), and court fees.
8. In the event contractor arranges financing through 2nd parties, all agreements are through finance company and customer, and shall have no responsibility on contractor. All financing is with approved credit. In the event that customer is found to be not credit worthy, at any time through this agreement, it shall be the customer's responsibility to secure funds to service all debts.
9. Contractor warrants that all labor and materials shall be free of defects for one (1) year. All warranty work must be done by Contractor. Customer will not be compensated for work done by other companies. All warranty work shall be done during normal business hours (8:00 a.m. to 4:00 weekdays). Customer will be charged for warranty work done other than normal business hours. The foregoing warranty is exclusive and in lieu of all other warranties, of whether written, oral or implied (including any warranty of merchant ability or fitness for purpose). The warranty provided in this paragraph and the obligations and liabilities of contractor hereunder are exclusive and in lieu of and customer hereby waives all other remedies, warranties, guaranties or liabilities, expressed or implied, arising by law or otherwise (including without limitation any obligations of contractor with respect to fitness, merchantability and consequential damages) or whether or not occasioned by contractor's negligence. This warranty shall not be extended, altered or varied except by a written instrument signed by the contractor's president, Vice President, or General Manager and customer. The foregoing warranty will not be honored if the customer has not timely paid all accounts Customer has had with Contractor. "Consequential damages" as used herein shall include Customer's time missed from work for which Contractor shall not be liable.
10. Contractor hereby assigns to Customer all warranties given to Contractor by any manufacturer. Contractor shall have no liability concerning any manufacturer's warranty.
11. Customer shall pay for all house calls regardless of whether Contractor performs any work (including equipment and labor that is under the warranty period,) if it has been determined the call was not related to Contractors warranty.
12. Contractor recommends annual maintenance and periodic inspections. Failure to follow manufacture's instructions will void warranties. Other companies or persons performing service on Contractor's equipment shall void warranty.
13. Unless specifically included in the contract price, contractor will not conceal pipes, ducts and wires or include drywall patching and framing. All work is done in accordance with local industry customs and practices. Unless customer gives specific instructions reflective in this agreement, they will not be honored.
14. Customer acknowledges that temperatures may vary from room to room and in different levels of the house and that contractor shall have no liability for such variance.
15. Customer understands that new equipment will make different sounds and provide a different type of heat than older inefficient equipment.
16. Contractor shall not be liable for existing duct systems and /or any problems caused by the same.
17. Customer acknowledges that from time to time, Contractor may offer discounts as a promotional device. Promotions, of any kind, will not affect this agreement in any manner. This offer shall not be valid with any other offer and Promotions can not be combined.
18. Contractor shall not be responsible for covenants, zoning or other like laws, ordinances or agreements that may affect Customer property. Customer agrees to hold Contractor harmless from all liability in connection with the same.
19. Customer shall indemnify and hold Contractor harmless from all liability to include but not limited to any connection with regulated or hazardous substances in or on the property. In the event any regulated substances are encountered, Contractor shall terminate work until the matter is resolved and the completion date shall be extended, to include any and all cost associated with the same.
20. Customer's cancellation: If you decide you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign the agreement. The notice must be mailed to: starairhvac.com, Bowien Heating & Star Air, PO Box 124, Jarrell, TX 76537.
21. SELLER CANCELLATION: Seller shall have the right to terminate this agreement at any time, for any reason. In such event, Contractor shall be paid for work and materials to the termination date. Any extra cost to complete said agreement by other companies are not the responsibility of Contractor, and Customer shall hold contractor harmless.
22. This Agreement contains the entire understanding and agreement between the parties, and all of their prior written and oral agreements, understandings or arrangements are merged herein. No amendment or modification hereof shall be binding upon either party unless in writing and signed by the party to be charged therewith.
23. In the event Contractor retains an attorney to enforce this agreement, customer shall pay all reasonable attorneys fees and costs incurred by the Contractor.

Customer Name: _____ Signature: _____ Date: _____

Contractor Rep: _____ Signature: _____ Date: _____