

TUCSON AIR CONDITIONING AND HOME MAINTENANCE
SERVICE AGREEMENT

AUTHORIZATION AND ACCEPTANCE OF SERVICES AND/OR GOODS:

This agreement is hereby entered on this day () by and between:

Tucson Air Conditioning and Home Maintenance hereinafter referred to as "TACHM", "they", "service provider", "we", "us", "they", "them", "our" on the First part

And

Ms./Mr. (), address in ID card (_____) hereinafter referred to as "I", "my", "customer", "Client", "he/she" on the Second Part.

By signing this Service Agreement, I hereby give permission to TACHM Technicians to access and perform and/or complete all type of HVAC, Maintenance and Improvement for any property I own, manage, lease or live with full responsibility to commitment and implement this agreement.

SERVICE REQUESTING:

Starting and finishing all types of services as customer need it from the day of signing this agreement until further written cancelation notice.

Also by signing this Service Agreement, I understanding and agree for all the following:

HOURLY FEES AND POLICY:

This agreement contains the entire understanding and agreement between TACHM and customer and there is no other oral agreement or otherwise, which is not stated herein. We charge \$95 Service Call + \$45 for the 1st hour diagnostic and \$130 hourly is the hourly rate after that. After hours, weekends & holidays will be time and a half. For each additional technician there is \$45 hourly rate or \$67 for after hours, weekend & holidays when TACHM decided that job requires more than one technician to finish the services. Time for purchasing parts, rent equipment's or/and providing receipts, invoices and estimates will be add as an \$130 hourly rate with labor fees.

TACHM Technicians have permission to do all and any type of work in order to complete the service and use all time, material & goods they need to finish the project. The minimum service charge is one hour and each 1-to-59-minute work after that will be charged for full hourly rate. Also, any additional work requests in fixed price projects that not been previously requested by written paper will incur a separate charge.

Customer will pay \$35 travel fee for each job also additional travel fees will be added on this cost for jobs outside 85711 Zip code area. Client is responsible to pay for all parts, equipments and goods costs related to this agreement.

Payment is due in same completion services date. Two weeks or 30 days payment will be accepted only with written agreement. Any delay in payment for any reason will result a penalty fee being charged of \$50.00 per day until payment is received in full amount and there is a \$300.00 fee for any returned check. >>>>>>>>>>

-Please continue next page of this service agreement-



>>> TACHM accepts cash, checks and PayPal payments. Tucson Air Conditioning and Home Maintenance retain title of all equipments, parts, goods and/or materials they provide until final payment is made. Also they have complete right to full access and remove all equipments, parts, goods and/or materials in case of any delay in payment and customer should allowed them to do the return process any time without requesting any notes or time frame. TACHM will not be a third party in any Suing case between the customer and any other companies for any reason. If we decided to use attorney for any reason customer will be fully responsible to pay all attorneys and legal fees. If court subpoena any of TACHM team to testimony for any reason customer will pay 100 dollars hourly fee for each one of TACHM members and all travel fees.

LIMITED WARRANTY AND LIMITATION OF LIABILITY:

Tucson Air Conditioning and Home Maintenance provide a limited warranty only for labor. This limited warranty shall remain in effect for only a period of 30 days following the completion of the services. All parts, equipments and goods will have only the manufacturer warranty and customer is responsible to register the warranty and follow up with manufacture. Also customer is responsible for paying all cost of labor, return time and repurchase time to change affected parts, equipments and goods. This limited warranty shall be null and void in event the customer or any third party did any work, services, alters or evaluation for any of the equipments, Parts or services provided by TACHM. Tucson Air Conditioning and Home Maintenance not responsible for any kind of damage and/or loss of Parts, equipments, goods, property and/or people in the work location before or during and after services. Customer is not entitled to seek or recover any incidental or consequential damages from Tucson Air Conditioning and Maintenance for any reason in any time.

SERVICE TERMINATION:

The customers or/and TACHM have the right to stop the service at any time for any reason. However in case the customer request to stop the work process he will lose all payments he made and he will not have right to refund the money. Also if terminations happen for any reason from any parties at any time for any reason customer will have full responsibility to pay full amount of hourly rate of all the labor and purchase time with all the cost of parts, equipment and goods that TACHM was planning to use and/or provide. Also customer need to pay full cost of providing receipts, invoices, hard written papers, notes, letters with all deliver time. In addition if TACHM prosecute for any reason the customer will be full responsible for all our Lawyer and legal expenses. This Service Agreement is active immediately after signed and until further notice from TACHM and only them have right to do and approve any change with it and/or cancel or stop it.

FURTHER CONDITIONS:

Freon will be priced by pound and any addition 6 to 15 ounces of Freon will be charged as one full pound. TACHM is not responsible In case the unit didn't hold the Freon and/or didn't work well and/or stop working for any reason before or during or after charging the unit. Also in this situation Client need to pay full amount of service fees such as Freon cost and labor Etc. TACHM is not responsible for any kind of harm in any other status such as damage the unit and/or damage the coils and/or loss of Freon and/or damage any parts, equipments, property and people before or during or after providing services; also damage because of dirty indoor coil, losing of Freon, charging or replacing any part of the unit, clogged drain pan, frozen coil, restricted drain line. Also we are not responsible for any damage has been caused by dysfunction of any of the Evaporator Cooler parts and/or damage caused by rust, dirt, flooding, bearings, water line damage Etc >>>>>>>>>

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>>>>> . Customer is not entitled to seek or recover any incidental or consequential damages from Tucson Air Conditioning and



Maintenance for any reason in any time.

Name: _____ PH#: _____

Address in ID card: _____ Email: _____

Customer Signature: _____ Date: _____

Customer acknowledges that all the work has been satisfactorily performed, the equipment and/or materials pursuant to this agreement are acceptable, and the work area has been left in satisfactory condition. Customer is not entitled to seek or recover any incidental or consequential damages from Tucson Air Conditioning and Maintenance for any reason in any time. TACHM provide a limited warranty only for labor. This limited warranty shall remain in effect for only a period of 30 days following the completion of the services. All parts, equipments and goods will have only the manufacturer warranty and customer is responsible to register the warranty and follow up with manufacture. Payment is due in same receipt date. Any delay in payment will result in a penalty fee being charged of \$50.00 per day until payment is received in full also there is a \$30.00 returned check fee.

Name: _____ PHONE#: _____ Email: _____

Customer Signature: _____ Date _____

Address in ID card: _____

THANK YOU FOR YOUR BUSINESS!