

NAME		DATE				
ADDRESS						
CITY, STATE, ZIP	PHONE	EMAIL				
<p>hereinafter called the "buyer(s)" do/does hereby agree with PRUDENTIAL HEATING &amp; AIR CONDITIONING CO., INC., hereinafter called the "Contractor", as follows: The Contractor agrees to furnish, according to the following specifications, all material and labor necessary to make the following improvements on my (our) property located at _____</p> <p>Basis of equipment sizing: Cooling: 75°F indoor DB at 95°F outdoor DB. Heating: 70°F indoor DB at -5°F outdoor DB.</p>						
<div></div>						
<p>Customer agrees to pay the total sum of _____ \$ _____ for the above said materials and labor. Payments shall be made as follows:</p> <table><tr><td><input type="checkbox"/> CASH WITH ORDER \$</td><td><input type="checkbox"/> ON COMPLETION \$</td><td><input type="checkbox"/> BALANCE OF \$</td><td>PAYABLE</td></tr></table> <p><input type="checkbox"/> NEW CONSTRUCTION ONLY: 1/3 on Rough-in, net 10 days; 1/3 on Delivery of Equipment, net 10 days; 1/3 on Completion, net 30 days.</p> <p><input type="checkbox"/> OTHER (specify)</p>			<input type="checkbox"/> CASH WITH ORDER \$	<input type="checkbox"/> ON COMPLETION \$	<input type="checkbox"/> BALANCE OF \$	PAYABLE
<input type="checkbox"/> CASH WITH ORDER \$	<input type="checkbox"/> ON COMPLETION \$	<input type="checkbox"/> BALANCE OF \$	PAYABLE			
<p><b>ACCEPTANCE:</b> THE TERMS AND CONDITIONS OF THE REVERSE SIDE OF THIS CONTRACT ARE INCORPORATED HEREIN BY REFERENCE AND CONSTITUTE AN INTEGRAL PART OF THIS CONTRACT. BY SIGNING BELOW THE "BUYER" GRANTS TO "CONTRACTOR" PERMISSION TO OBTAIN A CONSUMER CREDIT REPORT FOR EVALUATING BUYER CREDIT STANDING. INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL AND USED FOR THE ABOVE STATED PURPOSE ONLY.</p> <p>NOTICE TO THE BUYERS-DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. BUYERS ACKNOWLEDGE RECEIPT OF AN EXECUTED COPY OF THIS CONTRACT.</p>						
<p>This Proposal may be withdrawn by us, if not accepted within _____ days.</p> <p><b>PRUDENTIAL HEATING &amp; AIR CONDITIONING CO., INC.</b></p> <p>By: _____ Authorized Signature</p>		<p>Date of Acceptance: _____</p> <p>By: _____ Buyer's Signature</p> <p>By: _____ Buyer's Signature 2</p>				

## 1. Scope of Terms and Conditions

The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you ("Client") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Prudential Heating and Air Conditioning Co., Inc. ("Contractor") to provide product(s) or perform or produce any services, Client agrees to be bound by and accepts these Terms and Conditions unless Client and Contractor have signed a separate agreement, in which case the separate agreement will govern.

These Terms and Conditions constitute a binding contract between Client and Contractor and are referred to herein as either "Terms and Conditions" or this "Agreement." Client accepts these Terms and Conditions by making a purchase from or placing an order with Contractor or engaging Contractor to perform or procure any services. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on Contractor's Site at the time Client signs the Installation Proposal will govern, unless otherwise agreed in writing by Contractor and Client.

Contractor agrees to furnish, according to the following specifications, all material and labor necessary to make the following improvements at the aforementioned property. Basis of equipment sizing: Cooling: 75°F indoor DB at 95°F outdoor DB. Heating: 70°F indoor DB at -5°F outdoor DB.

## 2. Existing Conditions

Adequate electric service and a good, sufficient tight smoke flue are to be provided as needed for the system at no expense to the Contractor. Should either the electric service or the flue prove to be insufficient or unsatisfactory, this condition is to be remedied so as to provide sufficient power or draft for the system at no expense to the Contractor.

Contractor will not be responsible for the layout, sizing or balancing of the existing duct distribution system. Temperatures on upper and lower levels will vary. Contractor is not responsible for existing components of the air conditioning or heating system. Contractor is not responsible for the existing building violations. All work will be performed in a clean and workmanlike manner with complete supervision by Contractor.

Contractor reserves the right of locating the furnace, air conditioner, registers, ducts or other apparatus.

## 3. Payment Terms.

It is distinctly understood that no payments or part thereof are to be delayed owing to the lack of cold or hot weather to test the heating or cooling apparatus, as the guarantee contained in the contract is binding upon the Contractor as to fulfillment of the contract.

All equipment and parts stay the property of Contractor until final payment is collected.

## 4. Excess Materials

Unless otherwise in the contract, the old equipment, pipes and materials become the property of the Contractor.

## 5. Change Orders

Any additions to the work or alterations or deviations from the specifications written into this proposal and accepted by the Client and the Contractor, which involve extra expense to the Contractor, are subject to an additional charge.

## 6. Personal Property

Loss or damage to or destruction of the property covered hereby shall not release the Client from his obligation hereunder. Verbal understanding and agreements with representatives shall not be binding on the Contractor unless set forth herein. It is understood that the Contractor is not to be held responsible for or liable to replace any damages or loss which may occur as a result of Fire, Tornado, Windstorm, Flood, Explosion, Riot, Civil Commotion or for loss not caused by the Contractor default, or any other conditions beyond their control.

## 7. Contractual Obligation

All the terms and conditions contained herein shall inure to and bind heirs, executors, administrators, successors and/or assigns of the respective parties hereto.

It is agreed that the Contractor shall have the right at any time to sell, transfer or assign this contract and the monies to be paid under this contract.

In no event shall Contractor be liable for consequential damages resulting from delay to any cause whatsoever.

## 8. Limited Warranty

All equipment, material and labor furnished by the Contractor shall bear a one-year limited warranty from the date of installation against defects in workmanship and material.

Non-emergency service under this warranty will be provided during normal working hours.

## 9. Paint, Drywall, Plaster, Patchwork

Contractor is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work. Contractor assumes no responsibility for cutting plaster.

## 10. Geothermal Drilling

The Contractor figures the geothermal loop based on certain soil types and loop types. Should different conditions become known as drilling begins, changes to loop type and length could occur which may result in pricing changes. Due to nature, known or unknown, of drilling, trenching and the type of heavy equipment used to perform this work, the Contractor nor the drilling contractor will be responsible for conditions to property resultant from drilling and trenching. Trenches to be backfilled and mounded to allow for settling.

All drilling, trenching and installation of ground loop will be performed by a sub-contractor at a cost specified on the contract. Should grouting become necessary, additional charges per bore hole will be applicable.

## 11. Mold, Asbestos, Hazardous Material

Contractor shall not be responsible for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold or asbestos. The discovery and/or removal of any mold, asbestos or any hazardous materials is excluded from the scope of Contractor's work, and Contractor reserves the right to stop work until such mold, asbestos or hazardous materials are removed.

## 12. Warranty Registration

All registration of manufacturer extended warranties are the sole responsibility of the Client unless specifically noted in the Agreement.

## 13. Pricing Changes

Any contract not completed within one-year from date of acceptance may be subject to pricing changes, if applicable.

## 14. Entire Agreement.

This Agreement constitutes the entire agreement between Customer and Seller. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.