

# NEW INSTALLATION

## General Installation Warranty:

**PERIODIC EQUIPMENT MAINTENANCE AGREEMENT:** Routine maintenance is usually required to meet provisions of manufacturers' warranties and is recommended for all equipment to maintain optimum conditions. We can offer you a performance maintenance agreement (in most cases), serviced by trained technicians, to properly maintain your equipment. Please call for further information.

**NOTICE TO CUSTOMERS:** This contractor, Barron Heating and Air Conditioning, Inc., is registered with the State of Washington, Registration No. BARROHA179D7, as a general contractor and has posted with the state a bond or cash deposit of \$12,000 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is printed on the front of the contract. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, a lien may be issued upon your property to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.

**CONSTRUCTION LIENS: WHAT YOU SHOULD KNOW ABOUT CONTRACTS.** Washington laws require contractors and lending institutions to give you this notice if your contract price exceeds \$1,000 (RCW 18.27.114(2) and RCW 60.04.225). This notice explains the basics of the construction lien law to help you protect yourself. This notice is not a reflection upon the abilities or credit of your contractor.

If you are dealing with a lending institution, ask your loan officer what procedure the institution follows to verify that subcontractors and material suppliers are being paid when mortgaging money is paid to your contractor. Request lender supervision when dealing with a lending institution that provides interim or construction financing. See RCW 60.04.200-210.

You may ask the contractor to disclose all potential lien claimants as a condition of payment. You or your lender can, instead of making progress payments only to your contractor, make numerous jointly payable checks to the contractor and the various subcontractors and suppliers as work progresses. There may be an additional cost from your lender for this additional service.

For an additional cost, you may request your contractor to post a performance bond. That will give you recourse in the event the contract fails to complete the building agreement. This will increase the price of the construction project.

If you enter into a contract to buy a newly built home, you may not receive notice of a lien based on a claim by a contractor or material handler. Be aware that a lien may be claimed even though you have not received notice. You may want to ask your contractor or title insurance company about an ALTA title insurance policy based upon the receipt of lien waivers.

If in doubt, or if you need more details, consult your attorney.

This notice was approved by the state Attorney General's office and the state Department of Labor and Industries, Building and Construction Safety Inspection Services Division, for reproduction by lending institutions and contractors for distribution to their clients in meeting the information material required by RCW 18.27.114(2).

**WARRANTIES/LIMITATIONS:** All materials and equipment furnished under the Contract shall be in accordance with the specifications contained in the proposal. All work will be completed in a workmanlike manner according to standard industry practice. Unless otherwise stated in writing, Barron Heating and Air Conditioning, Inc. warrants all work-

manship and materials to be without defect or fault for a period of one (1) year. Said warranty period shall commence on initial start date of the equipment, or ninety (90) days from date of Barron's delivery of equipment to the job site, whichever occurs first.

Barron Heating and Air Conditioning, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Barron Heating and Air Conditioning, Inc., improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Barron Heating and Air Conditioning, Inc. does not warranty extreme weather conditions, weather-related damage, pest-related damage, negligence or misuse of equipment, or damage from corrosive environments.

Barron Heating and Air Conditioning, Inc. does not warranty the condition or suitability, or any existing pipes, wires, ductwork or equipment not furnished or replaced under the terms of this agreement. Purchaser forfeits all warranty rights under this agreement if payment to Barron Heating and Air Conditioning, Inc. is not made in accordance with the terms and conditions therein.

**PAYMENT/SECURITY INTEREST/DEFAULT/BARRON HEATING AND AIR CONDITIONING, INC.'S REMEDIES:**

Unless otherwise agreed in writing, Purchaser shall be billed by the first day of each month for all work completed to date. All amounts billed are due within 10 days of said billing date and Purchaser agrees to pay the same. Purchaser hereby grants Barron Heating and Air Conditioning, Inc. a security interest in all equipment and accessories thereto supplied by Barron Heating and Air Conditioning, Inc. in performance of this contract, which shall be satisfied only upon payment in full of all amounts due under this contract. If Purchaser fails to pay the total amount due the 10th day of the month, the Purchaser shall be in default hereunder. Barron Heating and Air Conditioning, Inc. shall then have the right to exercise any and all remedies available to it by virtue of its security interest, including but not limited to, entry upon the premises and repossession of the equipment and accessories. Barron Heating and Air Conditioning, Inc. may file this document as a non-standard UCC-1 Financing Statement.

Additionally, Purchaser agrees and acknowledges:

- (1) Purchaser shall pay to Barron Heating and Air Conditioning, Inc. a LATE CHARGE of one and one-half percent (1-1/2%) per month on the unpaid balance upon which payment has not been received by the 10th of the month.
- (2) Payments received shall be applied, at Barron Heating and Air Conditioning, Inc.'s election, first to late charges and then to the oldest principal balance due, whether under this contract or unpaid amounts under previous contracts or Agreements.

**DELAYS/DAMAGES:** Barron Heating and Air Conditioning, Inc. shall not be liable for any loss, damage or delays occasioned by fire, strikes, materials stolen after delivery upon premises, look-outs, acts of God or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of material from Barron Heating and Air Conditioning, Inc. supplies, inclement weather, floods, freight embargoes, cases incident to national emergencies, war, acts of the purchaser or his agents, or other causes beyond the reasonable control of Barron Heating and Air Conditioning, Inc.. In the event of such delays or damage, the time for performance by Barron Heating and Air Conditioning, Inc. shall be extended for a reasonable time. If such a delay results in additional costs or expenses to Barron Heating and Air Conditioning, Inc., then the purchaser shall reimburse Barron Heating and Air Conditioning, Inc. for such additional costs and/or expenses in addition to amounts otherwise due under this contract.

**SUIT/ARBITRATION/ATTORNEY'S FEES:** In the event of any dispute under this contract, either party may elect that this matter be submitted to binding arbitration in Bellingham, Washington, pursuant to the then-effective rules of the American Arbitration Association. In the event this matter is referred for collection, or if either party retains an attorney for the purpose of arbitration or suit, the prevailing party shall be entitled its actual costs and attorney's fees, all costs of collection, including licensed collection agency fees and court costs, in addition to the amounts otherwise due. Venue and jurisdiction shall be laid in Whatcom County, Washington.

# REPAIR SERVICE:

## General Service Warranty:

**WARRANTIES/LIMITATIONS:** All materials furnished under the Contract shall be in accordance with the specifications contained in the proposal. All work will be completed in a workmanlike manner according to standard industry practice. Unless otherwise stated in writing, Barron Heating and Air Conditioning, Inc. warrants all workmanship and materials to be without defect or fault for a period of 90 days. Said warranty period shall commence on initial start date of service.

Barron Heating and Air Conditioning, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Barron Heating and Air Conditioning, Inc., improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Barron Heating and Air Conditioning, Inc. does not warranty extreme weather conditions, weather-related damage, pest-related damage, negligence or misuse of equipment, or damage from corrosive environments.

Barron Heating and Air Conditioning, Inc. does not warranty the condition or suitability, or any existing pipes, wires, ductwork or equipment not furnished or replaced under the terms of this agreement. Purchaser forfeits all warranty rights under this agreement if payment to Barron Heating and Air Conditioning, Inc. is not made in accordance with the terms and conditions therein.

## SILVER SHIELD MEMBERSHIP:

### Silver Shield Membership:

**WARRANTIES/LIMITATIONS:** Barron Heating and Air Conditioning, Inc. warrants all workmanship and materials to be without defect or fault for a period of one-year with an active, trade-specific Silver Shield Membership. Said warranty period shall commence on initial start date of service. Lifetime Workmanship Guarantee (non-mechanical) on ductwork, installation, and piping

**SILVER SHIELD MEMBERSHIPS--TERMS & CONDITIONS:** Preferred Member benefits to remain in effect until a request to cancel membership has been received and processed or the Membership reaches its expiration date. Barron will charge your selected payment method for ongoing memberships. All transactions are final. Membership pricing is subject to change annually. Pricing notifications will be sent out via the email address on file.

The customer hereby agrees to the payment of the full membership fee in monthly installments. In the event of cancellation of the monthly membership by the customer, the customer shall be liable for the outstanding balance, which shall become due and payable within 30 days from the date of the last payment received by the Company.

**COMPREHENSIVE PERFORMANCE MAINTENANCE VISITS:** Eligibility for Comprehensive Performance Maintenance (each visit) takes effect after 9 months from the start of the Silver Shield Membership or Anniversary Date. Each Comprehensive Performance Maintenance (each visit) is valid for 12 months (1-year) from the start of the Membership or Anniversary Date. At any time, a Customer can be updated to know how many remaining Comprehensive Performance Maintenance visit(s) are on their account and when they will expire.

**WHOLEHOME ASSESSMENT/INSPECTION:** Eligibility for WholeHome™ Assessment and/or Inspection takes effect one month from the start of the Silver Shield Membership or Anniversary Date. Each WholeHome Assessment and/or Inspection (each visit) is valid for 12 months (1-year) from the start of the Membership or Anniversary Date. At any time, a Customer can be updated to know how many remaining WholeHome Assessment and/or Inspection visit(s) are on their account and when they will expire.

Equipment and parts discounts may not be combined with any other sale, promotion, discount, coupon, and/or offer. Preferred Member benefits are transferable upon change of residence. Barron must be notified of a change of residence for benefits to transfer.

**PERIODIC EQUIPMENT MAINTENANCE AGREEMENT:** Routine maintenance is usually required to meet provisions of manufacturers' warranties and is recommended for all equipment to maintain optimum conditions. We can offer you a performance maintenance agreement, serviced by trained technicians, to properly maintain your equipment. Please call or message through your Member Portal for further information.

## UNINSTALL/REINSTALL EQUIPMENT WORKMANSHIP:

### Requirements:

Equipment is less than 5 years old. Equipment condition is the responsibility of the customer during the interim. Barron reserves the right to not move forward based on the condition of the equipment.

Lifetime Workmanship Guarantee (non-mechanical) on brazing, ductwork, and piping.

**WARRANTIES/LIMITATIONS:** All materials and equipment furnished under the Contract shall be in accordance with the specifications contained in the proposal. All work will be completed in a workmanlike manner according to standard industry practice. Unless otherwise stated in writing, Barron Heating and Air Conditioning, Inc. warrants all workmanship and materials to be without defect or fault for a period of one (1) year.

Barron Heating and Air Conditioning, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Barron Heating and Air Conditioning, Inc., improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Barron Heating and Air Conditioning, Inc. does not warranty extreme weather conditions, weather-related damage, pest-related damage, negligence or misuse of equipment, or damage from corrosive environments.

Barron Heating and Air Conditioning, Inc. does not warranty the condition or suitability, or any existing pipes, wires, ductwork or equipment not furnished or replaced under the terms of this agreement. Purchaser forfeits all warranty rights under this agreement if payment to Barron Heating and Air Conditioning, Inc. is not made in accordance with the terms and conditions therein.