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CUSTOMER INSTALLATION ESTIMATE AGREEMENT	
DATE:	01/19/1991
NAME:	
ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS:	
QUOTE FOR:	
SALES REP:	

EQUIPMENT REQUIRED:				QTY:	PRICE:

SUB TOTAL:		HST:		GRAND TOTAL:		CREDITS TO BE APPLIED:	
CX SIGNATURE:				DATE:		METHOD OF PAYMENT PREFERRED:	
REP. SIGNATURE:				DATE:			

By signing above, I acknowledge that I accept the proposal to have the above-mentioned equipment installed on my premises and I have read the Terms and Conditions located on the back of this agreement. The agreed-upon prices, equipment model(s) and conditions are satisfactory to my likeliness and have been guaranteed to be as specified. I authorize CoolHeat Comfort Systems to proceed with the work outlined in this agreement, to purchase the required equipment on my behalf and to process my credit card, if applicable. I understand that a minimum deposit of 50% from the grand total is required to begin installation. Any alteration(s) or deviation(s) from the above specifications involving extra cost(s) will be executive only upon written orders and will be an extra charge over and above the original agreement. Payment(s) are to be made by cash, credit card, cheque or bank draft only as prices are cash discounted. Payments made by credit card are subject to a 3.00% surcharge. CoolHeat Comfort Systems guarantees the work, the specified equipment and technicians will complete the installation: a) on the date specified; b) in a professional, timely manner; and c) up to the governing safety standards. Any equipment installed remains the property of CoolHeat Comfort Systems until account balance is paid in full. **All sales are final.**



*"Your Comfort Is Our Passion"*

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# CUSTOMER INSTALLATION ESTIMATE AGREEMENT - TERMS AND CONDITIONS

**STANDARD TERMS:** All Installation Estimate Agreements provided to our Customers are based on what has been inspected at the time of the in-home consultation with the Comfort Specialist(s). Conditions which could not be known by a reasonable inspection, such as but not limited to: termite damage, asbestos, hidden water damage, hidden code violations or other concealed conditions, may require extra labour or materials all of which are not part of this Agreement and subject to additional cost(s) to the Customer.

If any additional work is required, such as but not limited to: replacing drywall, painting, landscaping, coring, carpentry, electrical, etc. the Company can arrange for a third party to perform these tasks at the cost of the Customer and not the Company. If extra work is not listed on the Agreement, then it is not begin offered or included during this installation by the Company and should the Customer wish to have the Company complete the work, it would be a cost separate to the original agreement above and beyond the original agreed amount.

The Customer understands that the installation of new appliances in their home may require drilling of new holes through the foundation or walls for such things as venting, gas lines, air conditioner line sets, electrical lines, etc. The Company may or may not include items such as these in the overall cost of the installation depending on the difficulty and tools necessary to complete. Should it not be included in the agreement, it would be an additional cost to the Customer to have the Company or a third party complete.

Energy efficiencies and performance of products as represented are provided by their prospective manufacturers and may vary from installation to installation due to such contributing factors such as but not limited to: altitude, location of building, local environments, infrastructure, age of building, etc. If such is the case, the Company cannot be held liable for misrepresentation of the specified equipment due to circumstances beyond their reasonable control.

Should the Customer be replacing their rental equipment, the Company will remove the old equipment from the Customers home free of charge and ensure that the paperwork is signed by a representative at the Drop Off Centre but will not be responsible for the rental company continuing to charge the Customers' gas account for the rental equipment.

**PAYMENT ARRANGEMENTS:** A minimum of 50% deposit of the grand total is required to secure equipment and begin installation for regular installations. Emergency same day or next day installations will require payment in full to secure equipment and begin installation. Payment(s) are preferred to be made by cash, cheque, credit card (Visa and Mastercard only), e-Transfer or bank draft. Credit card payments will be subjected to a 3.00% processing surcharge. Any cheques made out to the Company should be made out to CoolHeat Comfort Systems and dated for the date of full payment or deposit and the date of completion, unless otherwise agreed upon in writing. If not a same day or next day installation, payment must be made in full at the completion of installation.

Contracts that have not been paid in full upon completion will be deemed "late" as of the next business date. "Late" accounts will be subjected to a \$250.00 CDN or 10% penalty (whichever is greater) on the outstanding total amount and accrue interest at a rate of 2% monthly until paid in full.

All NSF "Non Sufficient Funds" returned cheques will incur a fee of \$75.00 which will be added to the Customer Account and will need to be paid before additional service(s) are rendered.

Installed equipment remains the property of the Company until payment is made in full. CoolHeat Comfort Systems reserves the right to remove any and all equipment that has been installed where the account has not been paid in full after thirty (30) days. Any damage incurred during removal of the equipment shall not be the responsibility of the Company but the sole responsibility of the Customer.

CoolHeat Comfort Systems agrees to and will install, repair and service/maintain only the items listed on the Signed Installation Estimate Agreement. Any alteration(s) or deviation(s) from the above specifications involving extra cost(s) will be executed only upon written orders and will be an additional charge over and above the original amount agreed upon.

**REBATE SUBMISSION AND APPROVAL:** Although the Company will act with due-diligence to ensure that any and all rebates that the Customer can qualify for are submitted in a timely fashion and adhering to applicable deadlines, the Company cannot be held liable for any and all rebates that were denied through the third party governing body as the final approval is decided by the HRAI/IESO or Enbridge and not the Company.

**GAS APPLICATION AND INSTALLATION DELAYS:** The Company will act with due-

diligence to ensure that any new gas applications are submitted in a timely fashion and adhering to any applicable deadlines necessary, the Company cannot be held liable or responsible for any damages incurred due to delays in the gas line and gas line meter installation by Enbridge.

**FINANCING AND RENTAL PROGRAMS:** If the Customer opts to finance or rent their appliances, the Customer is required to agree to the terms and conditions of the third party company that is providing the funding. The terms and condition will be provided by the Company offering the funding during the application process.

The Company's financing and rental programs are funded by third party companies. Requesting to finance or rent the quoted dollar value requires approval from the Customer to submit a form of valid photo id (Ontario Drivers License or Passport only) and a credit check for either prospective program. Personal information given to the Company will be held in accordance to the Privacy Act and shared only with either the finance or rental company.

Rental Customers will have the option to select either Pre-Authorized Debit from their bank accounts or to have the rental charge placed onto their Enbridge account. Placing the monthly charge onto their Enbridge bill will require approval from Enbridge before credit approval is acquired.

Should the Customer wish to proceed with financing or renting their HVAC equipment, once the installation has been completed by CoolHeat Comfort Systems, the financial obligation that the Customer has is now with either the financing or rental company.

**WARRANTY AND VOIDING WARRANTY:** CoolHeat Comfort Systems provides a competitive warranty on newly installed HVAC equipment in our Customers' homes. Depending on the equipment installed on the premises, Customers receive a 6, 7 or 10 year labour warranty matched by 6, 7 or 10 year parts by the equipment manufacturer. The warranty that has been provided to the Customer is contingent on the Customer fulfilling his/her maintenance requirements on the years outlined on the Agreement at the service interval costs. Discounts will be given if more than one appliance is serviced in the same visit.

The Company reserves the right to void the labour portion of the warranty provided to the Customer should the Customer have another HVAC company complete service, repairs or replace parts on the equipment in this Agreement as the Company cannot be held liable for another HVAC company's potential negligence on the equipment.

Customers who choose to service their own equipment or add supplemental equipment to the newly installed HVAC appliances acknowledge that the Company reserves the right to void the labour portion of the warranty as the Company cannot be responsible for fixing damages incurred through no fault of their own.

The only equipment that is covered under the warranty that is provided is the equipment listed and installed by CoolHeat Comfort Systems. Should the Customer choose to have the Company service or repair the additional equipment, a charge will be incurred above and beyond the standard terms of the warranty provided.

After the installation has been completed, the Company warrants any additional work such as but not limited to: venting, gas line, condensate pumps, thermostats, humidifiers, etc. for the duration of thirty (30) days. Should it be discovered that the Customer has completed additional work post-installation, the thirty day warranty period becomes null and void and the Customer will incur a billable service call charge.

If full payment is not received by the Company within thirty (30) days of completion, any warranty that was provided to the Customer at time of installation becomes null and void.

**BILLABLE SERVICE CALL CHARGES:** The Company sets the definition for a "Billable Service Call Charge" as anything that is within reasonable knowledge to the Customer or not directly related to the heating and cooling equipment installed on the premises by the Company. These items include but are not limited to: changing filters, turning breaker switches into the "on" or "off" position, turning a thermostat "on" or "off" or reprogramming a thermostat, removing a cover from an air conditioner, unblocking snow from the outside vents.

The Customer will be notified of whether or not the service call that was completed by the Comfort Technician will be "billable" or covered under warranty at the time of the service call and payment is due upon completion.

## MISCELLANEOUS:

The Company reserves the right to update, change or amend our installation and warranty terms and conditions at any time. **To stay informed, please visit our website for the most up to date terms and conditions by visiting:** [www.coolheatcomfort.ca/terms](http://www.coolheatcomfort.ca/terms).



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