

Billing Address

Matthew Salzetti

San Diego, CA 92127 USA

ASI Heating, Air, Solar & Plumbing 4870 Viewridge Ave. San Diego, CA 92123 1-800-481-COOL (2665) CSLB Lic. #513115 Invoice 302382039
Invoice Date 7/17/2023
Terms HVAC Install
Completed Date 7/17/2023
Technicians DANIEL CESENA
GABRIEL GONZALEZ

Customer PO

Payment Term Due Upon Receipt
Due Date 7/17/2023
Job Address
Matthew Salzetti
17185 West Bernardo Drive #UNIT

San Diego, CA 92127 USA

Description of Work

Task # Basic Level Heat Pump

Description System Specifications:

17185 West Bernardo Drive #UNIT 203

Quantity 1.00

- 1 Year Labor Warranty
- 10 Year Limited Parts Air Handler
- 10 Year Limited Parts Heat Pump
- 10 Year Compressor Warranty
- 5 Speed ECM 2 Piece Air Handler
- 17 SEER 1 Stage Heat Pump
- Up to 20% Cooling Savings
- Up to 20% Heating Savings
- Premium Filter Cabinet with 4" Merv 8 Filter
- Lennox M30 WiFi Touch Screen Control Center
- Install 240 Volt Circuit and heat Strips for Air Handler
- Includes crane or lift

ASI Guarantees:

- Installation Workmanship Guarantee
- Better Than We Found It Guarantee
- Comfort Guarantee
- 24-Hour Fix It Or Hotel Guarantee
- No Lemon Guarantee
- Highest Value Price Guarantee
- No Change Order Guarantee
- "Happy Money" Promise
- Unit Replacement Guarantee on Heat Pump if Compressor Fails Within 5 Years of Installation

Includes

- Disconnect Box
- Condenser Pad
- Vibration Pads
- · Electrical Circuit to Air Handler
- Heat Strips
- Condensate Drain
- Removal of Old Equipment
- Includes Permits and State HERS Testing

Miscellaneous Discount

Miscellaneous Discount

1950.00

Paid On	Туре	Memo	Amount
7/11/2023	Credit Card		\$1,000.00
7/18/2023	Credit Card		\$16,558.00

 Sub-Total
 \$17,558.00

 Tax
 \$0.00

 Total Due
 \$17,558.00

 Payment
 \$17,558.00

Balance Due \$0.00

Check out what people are saying about us on **Google!**

If you feel you didn't receive 5-star service, we want to make it right! Call or email us directly at 619-592-8999 or concerns@asiheatingandair.com.

I hereby authorize the above described work to be performed for a total of \$17,558.00. By signing the below, I understand and agree that I am providing my written consent to this Customer Authorization and the Terms and Conditions. I agree to conduct transactions with and receive communications from ASI Hastings electronically. By signing below and agreeing to receive this document, you consent to receive text and voice messages (e.g. reminders, updates, and marketing) from ASI Hastings at the number provided, including text and voice messages sent by an auto-dialer on behalf of ASI Hastings. Consent is not a condition of purchase. Msg & data rates may apply.





7/17/2023

I authorize ASI Hastings to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.



7/11/2023



7/18/2023

TERMS AND CONDITIONS

- 1. OWNER'S RESPONSIBILITIES: The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide ASI Hastings and ASI Hastings' equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and ASI Hastings is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to ASI Hastings.
- 2. FEES, TAXES AND ASSESSMENTS; COMPLIANCE WITH LAWS: Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Owner. ASI Hastings will obtain all required building permits, at the sole expense of Owner. Upon demand by ASI Hastings, Owner shall provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like. ASI Hastings shall comply with all federal, state, county and local laws, ordinances and regulations.
- **3. LABOR AND MATERIAL:** ASI Hastings shall pay all valid charges for labor and material incurred by ASI Hastings and used in the construction or repair of the Project. ASI Hastings is excused from this obligation for bills received in any period during which the Owner is in arrears in making progress payments to ASI Hastings. No waiver or release of mechanic's lien given by ASI Hastings shall be binding until all payments due to ASI Hastings when the release was executed have been made.
- **4. DESTRUCTION OF WORK, WORKERS' COMPENSATION INSURANCE & OTHER FORMS OF INSURANCE:** If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by ASI Hastings in rebuilding or restoring the project shall be paid by the Owner as extra work.

If ASI Hastings has employees, ASI Hastings shall carry Worker's Compensation Insurance for the protection of ASI Hastings' employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

- **5. PAYMENTS AND RIGHT TO STOP WORK:** Past due payments shall bear interest at the rate of 1 1/2% per month (18% per annum), until paid in full. ASI Hastings shall have the right to stop work if any payment shall not be made, when due, to ASI Hastings under this Agreement; ASI Hastings may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that ASI Hastings may have. Such failure by Owner to make payment, when due, is a material breach of this Agreement.
- **6. CLEAN-UP:** ASI Hastings will remove from Owner's property debris and surplus material created by its operation and leave it in a neat and broom clean condition.
- **7. LIMITATIONS:** No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
- **8. SUBCONTRACTS:** ASI Hastings may subcontract portions of this work to properly licensed and qualified subcontractors.
- **9. VALIDITY:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.
- 10. LIMITED WARRANTY: ASI Hastings warrants that all work performed by it and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of ASI Hastings' portion of the project. However, the warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on ASI Hastings' warranty herein. ASI Hastings shall assemble and provide to Owner all such manufacturer's warranties.
- **11. EXISTING CONDITIONS**: ASI Hastings calls attention to Owner the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. ASI Hastings will make every effort to match all existing conditions, i.e., textures and colors, however exact duplication is not promised or guaranteed.
- 12. ASBESTOS, MOLD AND HAZARDOUS SUBSTANCES: Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances,

Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

- **13. STANDARDS OF MATERIALS AND WORKMANSHIP:** ASI Hastings shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, ASI Hastings shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of ASI Hastings to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items
- 14. DELAYS AND INCREASES IN MATERIAL COSTS: ASI Hastings shall be excused for any delay in completion of the contract caused by acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other labor union activities; acts of Owner, of Owner's agents, or of Owner's employees or independent contractors; disbursement of funds into funding control or escrow; acts of public utilities or public bodies; acts of public enemy, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; changes requested by Owner; Owner's failure to make progress payments promptly; failure of the issuance of all necessary building permits within a reasonable length of time; or other contingencies unforeseen by ASI Hastings and beyond its reasonable control.

Additionally, while ASI Hastings believes that it can complete the Project without any increases in costs, to the extent that material costs increase by more than 10% from the costs of said materials on the date this Agreement was signed, ASI Hastings shall be entitled to an increase in the contract price equal to the increased costs above the 10% increase in material cost. To the extent material costs increase due to delay caused by Owner, Owner's agents or separate contractors, ASI Hastings shall be entitled to all cost increases incurred as a result, in addition to any extended field and home office expenses. There shall be no additional markup for overhead or profit on the increased cost, except as otherwise indicated.

- **15. RIGHT TO CURE:** In the event that Owner alleges that some of the work is not or has not been done correctly or timely, Owner shall give ASI Hastings a notice that ASI Hastings shall commence to cure the condition that Owner has alleged is insufficient within ten days.
- **16. MECHANICS LIEN WARNING:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at www. cslb.ca.gov or call CSLB at 800-321- CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

17. RELEASE: Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any claim of mechanic's lien for any person entitled to make such a claim of lien pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.



Existing Equipment Permit Understanding IMPORTANT PLEASE READ CAREFULLY

Our goal is to provide you with the best service in the industry, while making your home a more efficient environment for many years to come.

It is important for us to let you know that we obtain permits and conform to California State requirements on every installation. This is done to ensure compliance with governing agencies, and more importantly to give you the peace of mind that you are getting equipment that is safe and installed properly.

The permit will require your governing agency to do a full inspection on all parts of your heating and air conditioning system including the duct system, along with pre-existing electrical, not just the equipment being installed as stated in your contract with ASI Hastings Inc..

Also, per the State of California's Title 24 requirements, beginning October 1, 2005, you must have your ducts tested for leaks when you have a central air conditioner, furnace or duct system installed or replaced. Ducts that leak 15 percent or more must be repaired or replaced to reduce the leaks. Your system will need to be tested by a third party HERS (Home Energy Rating System) Rater to ensure your system meets the energy standards set forth by these requirements.

Any leakages found in the duct system are the responsibility of the homeowner and outside the scope of normal equipment installations. Permits will not be approved by the issuing agency without HERS certification.

- There will be an additional charge to repair or replace the duct system if the HERS test do not pass
- Payment is due upon completion of ASI Hastings Inc.'s installation. Permits will be pulled and finalized
 according to your city's specifications, however, finalization of the permit is not considered part of the install.
- If my property is part of an HOA, I may be responsible for obtaining HOA approval.

As the purchasing party, you are responsible for ensuring all the existing heating, air conditioning equipment and duct work that is not part of your installation is in compliance with code requirements set forth by your governing agency.

ASI Hastings Inc. will assist with making all the necessary corrections to your existing system. In the event it is necessary to perform outside of the scope of your contract to achieve code compliance, there will be an additional charge.

We at ASI Hastings Inc. would like to thank you for your business, and we look forward to being of service to you!