



PRESTIGIOUS
HEATING & AIR CONDITIONING LLC
2395 Caringa Way F Carlsbad,
California 92009 United States
(760) 573-8860 • LIC# 1066880

Invoice 46928995
Invoice Date 4/7/2025
Payment Term Due Upon Receipt

Billing Address
Jeanne Grier
3190 Falcon Drive
Carlsbad, CA 92008 USA

Job Address
Jeanne Grier
3190 Falcon Drive
Carlsbad, CA 92008 USA

Description of work

Safety Inspection and Tune-up of two gas furnaces. Both furnaces are in good working order and are safely operating. Recommend yearly inspections as they are at the end of the manufacturers 25 year life expectancy

Service #	Description	Quantity
TU-140	Perform furnace safety and performance inspection to ensure proper, safe, and efficient operation.	2.00

Potential Savings \$14.24 - \$26.70		Sub-Total	\$178.00
		Tax	\$0.00
		Total	\$178.00
		Payment	\$0.00
		Balance Due	\$178.00

Thank You For Choosing
PRESTIGIOUS
HEATING & AIR CONDITIONING LLC
"Your Comfort is Our Priority!"

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. Terms and Conditions

JEANNE
R GRIER

Date 4/7/2025

I find and agree that all work performed by PRESTIGIOUS HEATING & AIR CONDITIONING LLC has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

James R. Lurie

Date 4/7/2025



HVAC

TERMS AND CONDITIONS



The following **terms and conditions** apply to all sales and services provided by Prestigious Heating & Air Conditioning Llc

Estimates:

Estimates (also known as quotes or proposals) are only valid for 30 days from the date of their creation and while all efforts are made to guarantee the quoted price, no estimates are guaranteed until both parties sign a contract, as defined below.

Current prices of materials, labor, plumbing codes, building codes, and other related expenses dictate estimate totals and are subject to change. If changes occur to any of the above mentioned costs such that we can no longer perform the work at the estimated price at the time the customer is ready to sign, we will provide an updated estimate. In this event, the previous estimate is void.

A signed estimate by the customer giving Prestigious Heating & Air Conditioning Llc the approval to commence work is considered a legally binding contract.

Contracts:

Prestigious Heating & Air Conditioning Llc agrees only to do the work as written in the signed estimate which when signed becomes a legally binding contract. Omissions in the written contract and any work requested in deviation to the contract are considered extra to the contract and are not included in the contract price. Any additional work not disclosed to Prestigious Heating & Air Conditioning Llc or which could not be reasonably anticipated by Prestigious Heating & Air Conditioning Llc are not included in the contract price and will be charged in addition to the contract price. Additional work will be agreed upon separately using a Change Order, signed by the customer. Prestigious Heating & Air Conditioning Llc will complete the entire contracted scope of work as scheduled or within 90 days of the signed estimate. Work dates are subject to change due to unforeseen circumstances and will be rescheduled in a timely manner. Prestigious Heating & Air Conditioning Llc will attempt to complete the entire contracted scope of work within the timeline referenced in the estimate, or within 90 days, whichever is shorter. However, Prestigious Heating & Air Conditioning Llc is not responsible for delays in work due to circumstances such as: delays from other contractors that limit or impede our ability to complete the work, customer-initiated change orders, customer unavailability, site unavailability, material or supply availability, changes in **service** or building codes, extreme weather, acts of God, etc. Prestigious Heating & Air Conditioning Llc will work diligently to complete the work to the customer's satisfaction in accordance with our satisfaction guarantee.



Guarantees:

Prestigious Heating & Air Conditioning Llc aims to deliver a memorable experience to all of our customers. Our industry-exclusive Prestigious white glove service guarantee, is our commitment to each and every customer to deliver on that promise. Details of our guarantee are as follows:

12-Month Service Repair Work Guarantee:

For the first year following completion of the contracted service: If you are not fully satisfied, please contact Prestigious Heating & Air Conditioning Llc, and we will work to resolve the issue OR we will refund your service call fee.

12-Month Installation Guarantee:

For the first year following completion of installation work: If you are not fully satisfied, please contact Prestigious Heating & Air Conditioning Llc, and we will work to resolve the issue. All equipment sales are final once installed.

Guarantee Conditions:

Guarantee only covers the contracted and completed work we have done on the premises. This guarantee is void and null should another company or person make any modifications to the work completed by Prestigious Heating & Air Conditioning Llc. Acts of God or other disasters are not covered by this guarantee, including floods, freezing pipes, power surges, outages, or any other circumstances beyond our control. Extended warranties are only valid if in writing and signed by Prestigious Heating & Air Conditioning Llc. We accept no liability or responsibility for pre-existing equipment, materials or parts with this guarantee.

The following items are excluded from the 12 month guarantee:

- Refrigerant Repairs
- All Repairs on AC equipment over 10 years and 20 years for gas furnaces (any equipment exceeded its manufacturers life expectancy or maintenance neglected equipment.)
- Materials or equipment we did not supply, including materials supplied by the customer

Deposits:

Deposits are required for services where equipment or materials must be ordered prior to the job. Details on the required deposit will be noted on the Estimate (typically 20%) and are due at the signing of any estimate, which becomes a legally binding contract at signing.

DEPOSITS PAYMENT ARE DUE AT ESTIMATE SIGNING, AND CAN BE PAID DIRECTLY TO OUR SALES REPRESENTATIVE VIA [CHECK OR MAJOR CREDIT CARD. WE DO NOT ACCEPT CASH.]

Payments:

PAYMENT IN FULL IS DUE (LESS ANY DEPOSITS) UPON COMPLETION OF SERVICE, AND CAN BE PAID DIRECTLY TO OUR SERVICE TECHNICIAN VIA [CHECK OR MAJOR CREDIT CARD. WE DO NOT ACCEPT CASH.]

Prestigious Heating & Air Conditioning Llc retains full ownership to any materials and/or equipment until full payment is made. Prestigious Heating & Air Conditioning Llc will be held harmless for damages resulting from the removal thereof if payment is not completed within **[30 days]** of the completed service. **NOTE:** All payments for any and all services rendered by Prestigious Heating & Air Conditioning Llc are due in full at time of completion.

Non-refundable Materials or Equipment:

Occasionally, Prestigious Heating & Air Conditioning Llc must order non-refundable special-order materials and/or equipment that cannot be returned. In this case, the deposit will be used to cover all costs associated with ordering these special-order materials and/or equipment.

Non-refundable special-order materials will be marked as such and are not subject to refunds. If a customer decides to cancel their contract, ownership and possession of special-order materials/equipment can be transferred to the customer.

Signature on Estimates or Invoices:

By signing the contract ("contracts" include all proposals, quotes, estimates, and work orders) I, the customer, am agreeing that I have read and understand these terms and conditions which are applicable to all contracts.

I agree to the terms and conditions set forth above.

No changes, cancellations or warranties to this contract are valid without being added separately in writing via change order, and signed by both parties.

If you have any questions about the above terms and conditions, please reach out to us at [\(760\) 573-8860](tel:7605738860)



Notice to Owner **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 '20-day 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 website at www.cslb.ca.gov or call CSLB at 1-800-321-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.

Owners default / reason for discontinuation: Should contractor commit any of the following acts or fail to observe or perform any of the terms and conditions of this contract agreement, subcontractor may at its option, give forty-eight (48) hours' notice in writing to discontinue work. (A) Failure to make prompt payment to subcontractor for labor performed and / or material received. (B) Disregarding any law or ordinance relating to work. In the event the subcontractor exercises its rights as described above, the contractor shall be liable for all losses and damages sustained by the subcontractor as a result of the contractor's default. This includes a 2% service charge on all accounts past 10 days. Any loss incurred from attorney fees arising out of or relating to any claim or lien, will then be the responsibility of the contractor / owner.

It is understood that the Contractor / Owner has inspected under sink prior to requesting and scheduling start up. **Prestigious Heating & Air Conditioning Llc**, shall not be held liable for Contractor / Owner neglect, with respect to Plumber hooking up drain(s) under sink prior to start up. Furthermore, if any water damage occurs, **Prestigious Heating & Air Conditioning Llc**. will not be held responsible. All warranties on equipment must have a Prestigious Preventative Plan Membership. Date listed in the front.

You may cancel this transaction, without penalty or obligation within 3 business days from the date listed in the front. If you cancel, any property traded in, any payments made by you under contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following the receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish comply with instructions of the seller regarding the returned shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send telegram to: **Prestigious Heating & Air Conditioning Llc ~ 2395 Caringa Way Unit F. Carlsbad CA, 92009**

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable

for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT CSLB's website at www.cslb.ca.gov CALL CSLB at 1-800-321-CSLB (2752) WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826.

1) Once equipment is set, payment is due in full at this time. Payments are due in full at this time, not after startup, when inspected, or after permit is signed off.

2) Materials furnished by the contractor are warranted by the respective manufacturer thereof. Contractor will give all warranty paperwork to the purchaser. Contractor warranties installation for one full year. Any equipment installed by **Prestigious Heating & Air Conditioning Llc**, that has been disconnected, moved or serviced by anyone other than **Prestigious Heating & Air Conditioning Llc**, will void the 2-year labor warranty. Maintenance neglect, tripped breaker and customer no show appointments, are not covered under 2-year warranty. Therefore, a fee schedule will be applied accordingly. EXCEPT FOR THE FOREGOING, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SYSTEM, INCLUDING BUT NOT LIMITED TO, AN IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF INFORMED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL CONTRACTOR'S LIABILITY HEREUNDER EXCEED THE AGGREGATE SYSTEM PRICE. CONTRACTOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ON THE PRICE AND TERMS SET FORTH HEREIN. Owner shall indemnify, defend, and hold harmless Contractor, it's parent company, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and advisors from and against any and all claims, actions, suit, damages, liabilities, costs, expenses, including attorney's fees and costs (collectively, "Claims") arising from or related to Contractor's performance hereunder, unless such Claims were the result of Contractor's gross negligence or willful misconduct.

3) **Note About Extra Work and Change Orders.** Any changes that need to be made shall be addressed in a Change Order and agreed upon in writing by owner and Contractor. No changes will be executed upon except as agreed upon in writing. Contractor is not required to perform additional work or changes without written approval in a Change Order before any of the new work is started. A Change Order is not enforceable against owner unless the Change Order identifies the scope of work encompassed by the Change Order, the amount to be added or subtracted from the agreement, and the effect the Change Order will make in the payment schedule or completion date. Change Orders become part of the agreement once prepared in writing and signed by the Parties prior to the commencement of any work covered by the new change order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

4) **Warranty & Extended warranty information policy:** In order to keep your warranty valid for the length specified on the front of the contract, you must maintain a Service Partner Plan Membership throughout the course of warranty with no gaps in membership. In accordance with the warranty you must also pay the deductible of \$75 per visit when applicable after the first year of installation.

5) Owner hereby represents that owner has no knowledge of the existence on or in any portion of the premise of by the project of any Asbestos, Lead, Mold and other Hazardous Materials. If asbestos is present, the removal of the asbestos will be incurred by the homeowner.

6) If a crane is needed, **Prestigious Heating & Air Conditioning Llc** will not be responsible for any damage if any occurs to the homeowner's property.

7) **Prestigious Heating & Air Conditioning Llc**, will not be held responsible in the event that the home has any interior or exterior chips / cracks / damage / etcetera near and or around the Heating, Air Conditioning, Plumbing, or Solar units.

8) Owner shall assist Contractor by granting workmen and vehicles necessary access to work areas during the installation process. This may involve such things as keeping driveways & walkways clear, and gates unlocked or open as needed. Owner shall also inform Contractor where materials may be stored and rubbish kept (temporarily until disposal), and Owner shall make provisions for pets so that they are safe and do not inhibit or disrupt the installation process. Owner understands and accepts that during the work, owner's property is a construction site and that some disruption of the surroundings is to be expected. For example, some dust and dirt may get onto owner's personal belongings or infiltrate some areas of the property, and some shrubs or flowers could be disturbed or suffer damage. While Contractor will make every reasonable effort to prevent any such damage and minimize any inconvenience to owner, owner will assist Contractor in this effort by doing such things as removing or covering personal property and taking steps to protect plants and shrubs. If owner is concerned about particular items which can't be removed or covered, owner agrees to inform Contractor of these items upon Contractor's arrival so these items can be given special consideration.

9) Contractor carries General Liability Insurance and has a Contractor's License Bond. Contractor also carries workers' compensation insurance for all employees. Documents verifying this shall be made available to owner upon request. Owner may call **Prestigious Heating & Air Conditioning Llc** at [\(760\) 573-8860](tel:7605738860) to request the Contractor's insurance coverages. Owner agrees to maintain fire and liability insurance during the course of the installation.

10) **Ownership of Jobsite Property & Responsibility for Materials.** By signing this document, Owner certifies that they are either the owner of the jobsite property, or that they have secured written permission from the

property owner to have the work completed. In addition, owner agrees to accept sole responsibility for materials upon their delivery to the job site. After said delivery, Contractor is not liable for any lost,

damaged, or stolen materials. Should loss, damage or theft occur through no fault of Contractor, owner agrees to be solely responsible for any subsequent replacement cost.

11) Owner understands and accepts that some delays are beyond Contractor's control. The cause of such delays may include, but are not limited to, acts of God, war, civil unrest, labor disputes, adverse weather conditions, acts of a governmental or other public authority, acts of owner, and delay in delivery of materials by suppliers. Owner shall hold Contractor harmless for such delays.

Arbitration Agreement

1) Any dispute, controversy or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

2) This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

3) The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association. The American Arbitration Association shall select the arbitrator in accordance with the terms of this agreement.

4) The arbitrator shall have two (2) years of experience in Heating & Air Conditioning, and also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration.

5) The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association. 6) The arbitration shall be conducted in the state of California or another location mutually agreeable to the parties.

7) The laws of the State of California shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

8) It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

9) Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

10) The Parties shall not be entitled to discovery in the arbitration except that any Party shall be entitled to request no more than one thousand (1000) pages of documents and to take three (3) depositions not to exceed eight (8) hours for each such deposition. Any Party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition.

11) The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing.

12) The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages. The arbitrators shall not be entitled to issue injunctive and other equitable relief. The arbitrators shall award interest from the time of the breach to the time of award at the rate of 0%.

13) The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Agreement.

14. Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of the American Arbitration Association. 15. The Parties acknowledge that neither will bring nor participate in any class action or other class proceeding in connection with any dispute with the other Party. Further, neither Party agrees to class arbitration or any arbitration where a person brings a dispute as a representative of other person(s). "THREE-DAY" RIGHT TO CANCEL you, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of

business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. By signing below the Parties acknowledge having read and accepted the terms and conditions of this agreement.

Customer Signature _____

Prestigious Heating & Air Conditioning Representative _____
Prestigious Heating & Air Conditioning LLC. ~ Carlsbad CA 92009



GENERAL TERMS AND CONDITIONS

Owner's Responsibilities. Owner shall provide Contractor and its employees and subcontractors ("Workers"), together with their respective equipment and vehicles, with unrestricted access to Owner's property during the term of the project, and shall provide water, electricity, and utilities necessary for the Workers to perform under this Agreement. Contractor may store equipment and materials on Owner's property, and Owner agrees to secure the property during this time. Owner represents and warrants that it is the lawful owner of all property sought to be improved during the Project. All permits required for the project will be applied for and obtained by Company.

Hazardous Materials or Conditions. Owner shall notify Contractor of any dangerous or hazardous materials or conditions existing on the property on which Contractor will be working. If Contractor discovers any dangerous or hazardous materials or conditions, Contractor may, at its sole discretion, elect to suspend work on the Project until Owner, at its sole expense and cost, remedies the hazard.

Subcontractors. Contractor may engage subcontractors to perform any Project-related services at its sole discretion.

Completion. At Contractor's request, Owner will sign and record a Notice of Completion within five (5) days after the Project is complete. If Owner fails to sign and record a Notice of Completion, Owner irrevocably appoints Contractor as its agent and authorizes Contractor to sign and record a Notice of Completion on Owners behalf, and couples this agency with an interest.

Insurance. Owner represents and warrants that it has procured insurance sufficient to cover any and all foreseeable damage caused to Owner's property during the Project.

Entire Agreement. This Agreement constitutes the entire agreement between Contractor and Owner and no promises or representations have been made which do not appear in this Agreement. Any modification to this Agreement is ineffective unless specifically consented to in writing by both the Owner and Contractor.

Severability. If any term or provision of this Agreement becomes, or is held by any court of competent jurisdiction to be, illegal, null or void, the other terms and provisions of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated.

Delays. Contractor will not be liable for delays beyond its reasonable control, including without limitation failure of the issuance of licenses, acts or omissions of Owner or its agents, unavailability of materials or laborers, accidents, strikes, lockouts, acts of nature, or weather conditions.

Interest. Any payment Owner fails to pay Contractor when due will be subject to an interest charge of the lesser of 1.5% per month or the highest amount permitted by law on the unpaid principal and accrued interest, until paid in full.

Right to Cease Performing Work. Contractor may, at its sole discretion, cease performing work if Owner fails to make any payment or perform any other material obligation under this Agreement in a timely manner.

Materials. Contractor will use standard quality materials unless otherwise specified in this Agreement.

Limitation of Liability. CONTRACTOR WILL HAVE NO LIABILITY TO OWNER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. CONTRACTOR'S MAXIMUM LIABILITY WILL NOT EXCEED THE TOTAL AMOUNT PAID BY OWNER UNDER THIS AGREEMENT.

Attorney's Fees; Venue. If Owner believes that Contractor has breached this Agreement, Owner will immediately notify Contractor in writing at the address above and specify the basis for such belief with specificity. Contractor will then have thirty (30) days to cure such alleged breach before Owner may resort to any legal action. If Contractor or Owner employs any attorney to enforce any rights arising out of or related to this Agreement, or to defend an action brought under this Agreement, the prevailing party will be entitled to recover its attorneys' fees, costs, post-judgment collections costs, and other related expenses from the other party. This Agreement will be governed by, and enforced in accordance with, the laws of the State of California. The sole venue will be the state and federal courts located in San Diego, California.





"Your Comfort is Our Priority!"

THREE DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this Agreement within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the Agreement that includes this notice. Include your name, your address, and the date you received the signed copy of the Agreement and this notice.

If you cancel, the Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this Agreement or sale. Or, you may, if you wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the
Applicable box:

- ☐ (A) This Contractor does Not carry commercial general liability insurance.
☐ (B) This Contractor carries commercial general liability insurance written by

ROCKINGHAM INSURANCE COMPANY

(Name of Insurance Company)

maintains

- ☐ (C) This Contractor is self-insured.
☒ (D) This Contractor is a limited liability company that carries liability insurance or
other security as required by law.

You may call the insurance company at: INSURANCE AGENCY AND AGENT:
ASTER NATIONAL INSURANCE GROUP AGENT: John Maldonado Call (760) 462-7837 to check the Contractor's Insurance coverage.

WORKERS' COMPENSATION INSURANCE

Check the
requirements.
Applicable box:

- ☐ (A) The Contractor has no employees and is exempt from workers' compensation
☒ (B) The Contractor carries workers' compensation insurance for all employees.



NOTICE OF CANCELLATION

Keep this copy for your records

DATE _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Agreement or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram **Prestigious Heating & Air Conditioning LLC. @ 2395 Caringa Way Unit F. Carlsbad CA, 92009** 123, not later than midnight of _____ (date).

I hereby cancel this transaction _____
(Buyer's Signature) (Date)

NOTICE OF CANCELLATION

Mail this copy to Contractor

DATE _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Agreement or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram **Prestigious Heating & Air Conditioning LLC. @ 2395 Caringa Way Unit F. Carlsbad CA, 92009** 123, not later than midnight of _____ (date).

I hereby cancel this transaction _____
(Buyer's Signature) (Date)





PRESTIGIOUS HEATING & AIR CONDITIONING LLC



NOTICE OF RIGHT TO CANCEL

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of the notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: **Prestigious Heating & Air Conditioning LLC, @ 2395 Caringa Way Unit F, Carlsbad CA, 92009** not later than midnight of _____.
(date)

I hereby sign this transaction _____
(date) (Buyer's Signature)

For the purpose of having my equipment installed within 3 business days, I waive my 3 day Right of Rescission:

(date) (Buyer's Signature)

LICENSE INFORMATION

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING- IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA, PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION. THE NUMBER TO CALL LOCALLY IS (619) 455-0237.

STATEMENT REGARDING WHERE TO FILE A COMPLAINT

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calrisk Insurance Center 713 W Duarte Rd, G747 Arcadia CA 91007	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 877-239-8103 FAX (A/C, No): 626-226-5550 E-MAIL ADDRESS: mail@calriskcenter.com
INSURED PRESTIGIOUS HEATING & AIR CONDITIONING LLC 2395 CARINGA WAY F CARLSBAD CA 92009	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: Pie Insurance INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 41297

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		RBS0259655	5/8/2024	5/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				WC PI 1141227-000	5/27/2024	5/27/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured

CERTIFICATE HOLDER**CANCELLATION**

CA 92056	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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