

By signing this invoice I agree that I have read the entire invoice and acknowledge that I have absolute and specific authority to order the described work, either for myself or for the benefit of the owner/business/corporate registered agent, which has been satisfactorily performed and ordered, as outlined on this invoice. I agree to the terms and conditions printed on the invoice now, and in the future, on invoices signed, email authorized, text authorized, and phone authorized, all both signed and un-signed. I agree that a text message agreement, email agreement, or phone authorization are the same as a physical signature on this document. I agree that all deposits are nonrefundable unless specifically noted otherwise. I agree the terms and conditions on this invoice will supersede any other terms and agreements made with Kobie Kooling Inc, and or its employees. I acknowledge and agree that this invoice is due immediately, and there are no grace periods or other payment arrangements unless written on this contract. All balances are subject to the interest rate of 18% or the legal Florida maximum interest rate, or 1.5% interest monthly beginning on the due date with no grace period. All past due balance will also incur a \$30 monthly billing fee. I have made this request for purchase to Kobie Kooling, Inc and/or its employee and acknowledge that no personal solicitation was made by Kobie Kooling, Inc or its employees. I waive any further requests or requirements to a "Notice of Cancellation" and agree this transaction is not a "Home Solicitation Sale" or subject to Florida Statute 501 or related statutes. All HVAC related work was requested by the property owner or agent. Kobie Kooling, Inc. has the sole discretion to accept or deny participation in any warranty claim. Signer acknowledges that warranties have specific terms and conditions that are outside the control of Kobie Kooling, Inc and agree to HOLD HARMLESS Kobie Kooling, Inc and its employees/principals for any and all warranty claims or product liability claims. All warranty claims include a fee charged by KOBIE KOOLING, INC, to process the claim and all warranty claims have uncovered labor charges that are the sole responsibility of the property owner or his/her agent.

WATER DAMAGE- Kobie Kooling, Inc & Kobie Inspection Services, LLC & Kobie Home Watch Services LLC, its employees and principals, are held harmless for any water damage from any source. Buyer(s) are aware and accept that drains can clog even when maintained. Kobie Kooling, Inc does not maintain or service common drains or "multi drains". Buyer(s) acknowledge that there are inherent risks of water problems in using air conditioning systems or other contracted services, and the buyer(s) accept any and all risk and waives any liability against Kobie Kooling, Inc & Kobie Inspection Services, LLC & Kobie Home Watch Services LLC, its employees and principals, and agrees to hold them harmless in any action.

MOLD- Kobie Kooling, Inc & Kobie Inspection Services, LLC, & Kobie Home Watch Services, LLC, its employees and principals, are held harmless against any and all MOLD or MICROBIAL claims arising from the air conditioning system(s), service or installation of the same, and other contracted services, home inspections, home watch services, or any related services at these premises.

PREVENTIVE MAINTENANCE POLICY- Maintenance is defined as pre-scheduled annual service to include cleaning the condenser coil and cabinet, flush and treat the drain pan and line, oil motors where applicable, check all diagnostics, visually inspect exposed duct work, treat a maintained evaporator coil, clean or replace a washable disposable filter, and report to the consumer. Preventive maintenance of the evaporator coil includes cleaning "normal dirt build-up of a properly filtered system using a minimum MERV 8 filter".

For coils that are not properly maintained or filtered, there may be a charge for cleaning. Parts and labor not covered by any warranty will be discounted. No trip charge or diagnostic fee. Discounted new equipment. The policy is transferable in our covered area.

Chargeable calls include all non-HVAC related calls, load management, breakers, de-humidistats, thermostats, filter issues, and no shows.

These are chargeable calls subject to the current service call fee. Maintenance is pre-scheduled during normal business hours 9am to 5pm Monday thru Friday. EMERGENCY SERVICE CALLS AFTER HOURS WILL BE PERFORMED BY THE ON CALL MECHANIC IN THE ORDER RECEIVED AND WILL BE SCHEDULED FOR SERVICE WITHIN 24 HOURS OF THE CALL. 24 EMERGENCY SERVICE DOES NOT GUARANTEE A RESPONSE AT ANY HOUR OF THE DAY OR NIGHT. IT GUARANTEES A SCHEDULED RESPONSE WITHIN 24 HOURS. **Customer responsible to make maintenance appointments.** CALL 239-482-1542 to schedule your maintenance appointment.

CANCELLATION- must be served in writing by U.S. mail to PO BOX 60099, Ft. Myers, and Florida 33906. All discounts, "no charge" services, ancillaries services, considerations, and other items of value will be deducted from any refunds at the retail rate on the day of the service. Annual policies must be canceled within three days of the invoice date for a cash refund to be due. Cancellation of air conditioning equipment or service must be in writing prior to the performance of the scheduled work. MANUAL J & D CALCULATIONS, PRODUCTION REPORTS, PERMIT ADMINISTRATIVE WORK, INVESTIGATIVE SERVICES, PHOTOGRAPHS, DESIGN, DRAWINGS, MEASUREMENTS, RESEARCH, AND OTHER LISTED PROFESSIONAL SERVICES HAVE SPECIFIC AND AGREED TO VALUE AS LISTED ON ATTACHED INVOICES. All preparatory work performed is due in full on cancellation. All installed items or performed services are nonreturnable and are due in full upon cancellation. Installed and special order items are non-refundable. ALL DEPOSITS ARE NONREFUNDABLE DEPOSITS UNLESS SPECIFICALLY IDENTIFIED AS "REFUNDABLE". **ALL HVAC AND DUCT SYSTEM SALES REFUNDS ARE**

SUBJECT TO A 30% CANCELLATION FEE IN ADDITION TO ANY OTHER CHARGES DUE. CUSTOMER AGREES TO A PER DIEM OF \$75 PER DAY ON ANY LOANER EQUIPMENT FROM CONTRACT DATE TO PICK UP DATE, IF THE CUSTOMER CANCELS THE INSTALLATION. IF NOT SPECIFICALLY VALUED ON THE INVOICE, THE VALUE OF ANY LOANER EQUIPMENT IS AGREED TO AS \$1500, AND IS THE CUSTOMERS RESPONSIBILITY WHILE IN THEIR POSSESSION UNTIL PICKED UP BY KOBIE KOOLING. Unless otherwise noted, the value of installation of loaner equipment is \$1800.00 and the value to remove the same is \$1800.00. customer agrees that removal of loaner equipment by anyone other than Kobie Kooling constitutes a purchase of the loaner equipment and will result in a amount due of the entire value of the install and loaner equipment currently at \$3300.00 which will be due immediately.

DISPUTE RESOLUTION AGREEMENT- All parties agree to the following dispute process: **Step 1-** Customer agrees to present dispute in writing to the President of Kobie Kooling Inc. The dispute and solutions will be decided by the Company President, and answered in writing. **Step 2-** Parties agree that any dispute with contractor services covered by the contractor licensing board will only be disputed through the Florida Dept of Business and Professional Regulations. **Step 3-** Any financial disputes (disputes involving money), refunds, or damages will only be disputed in civil court, Lee County, Florida. Customer agrees not to challenge or reverse a credit card payment for listed services that have been completed. Customer agrees not to stop payment of a presented check for services that have either been initiated or completed. Refunds will be sent within 7 days of a dispute resolution.

LEGAL DISCLAIMER Signer agrees PERSONALLY AND ON BEHALF OF THE PROPERTY OWNER to hold Kobie Kooling, Inc & Kobie Inspection Services, LLC & Kobie Home Watch Services LLC, its employees and principal owners harmless, including for civil litigation efforts to collect a legal debt. Property owner(s) and signer agree to a contractual administrative fee of \$300.00 per hour for any debt collection activities, correspondence for credit card companies, advocates, web sites, and other agencies or parties not involved with this contract. All parties agree to handle disputes by the listed dispute process exclusively. This fee is incurred immediately upon refusal to remit an invoice, cancellation of a check, challenging or canceling a credit card charge, posting complaint to any advocate. Signer or responsible party agrees to pay all legal costs to file, pursue, and collect a civil case in court including attorney fees incurred for any and all collections activities and litigation expenses including legal services prior to filing a civil suit.