

## TERMS AND CONDITIONS

**SECTION 1: PARTIES.** "I" and "we", with respect to this Agreement, shall mean the customers. I understand that, with respect to this Agreement, "Company" shall mean Northside Air Conditioning, L.P.

**SECTION 2: SERVICES.** All work is to be completed in a workmanlike manner according to standard practices. All services to be performed are listed on front of the invoice. Materials purchased for the job will be charged in addition to the labor costs.

**SECTION 3: BILLING.** Unless Company requires partial or full payment prior to work commencing, Company will usually bill me monthly for the charges on the cover section of this Agreement. However, Company may agree to or require other billing arrangements at its sole discretion. I agree that I will pay all bills by the due date. FULL PAYMENT IS DUE ON COMPLETION OF WORK.

**SECTION 4: PAYMENT.**

a) *Amount of Payment.* I promise to pay the Company the price listed on the cover sheet of this Agreement. I will also pay any local, state, or federal taxes due on all products and services.

b) *Late Charges.* I will pay all invoices by the due date on the invoice. Interest shall accrue on all amounts not paid by the due date on the invoice at a rate of interest equal to the lesser of (i) 18% per annum or (ii) the highest applicable lawful rate of interest. The Company may require me to pay any collection costs and attorney's fees incurred by Company to collect past due amounts.

c) *Late fee.* I will pay a late fee of \$25.00 if the invoice is not paid by the due date. A \$25.00 fee will be charged for all checks returned due to Non-Sufficient Funds ("NSF").

d) *Credit Cards.* All customers shall provide a credit card and by signing this agreement specifically authorized the Company to charge said card if payment is not received upon completion of job.

**SECTION 5: LEGAL NOTICE.** Under Texas Law, the Company may have a right and be entitled to a Mechanic lien on your home, land or property where the work or supplies were performed or delivered. I acknowledge that I have received a copy of the addendum entitled "Rights under the Law." AN OWNER IS NOT REQUIRED TO WAIVE THE RIGHT GRANTED BY SECTION 53.256, PROPERTY CODE, TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS. "BY SIGNING THIS DOCUMENT, I AGREE TO WAIVE MY RIGHT TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS. I UNDERSTAND AND ACKNOWLEDGE THAT, AFTER SIGNING THIS DOCUMENT, THIS WAIVER MAY NOT BE CANCELED AT A LATER DATE. I HAVE VOLUNTARILY CONSENTED TO THIS WAIVER."

**SECTION 6: MECHANIC'S LIEN AGAINST HOMESTEAD.** By signing this agreement, I grant the Company a Contractual Mechanic's lien as security for the payment of the amount owed for the materials delivered and labor performed. The Company's failure to complete the improvements will not defeat the indebtedness owed to the Company or its lien and that, in such event, the Company shall recover the unpaid balance of the contract price less the reasonable cost to complete.

**SECTION 7: SUBCONTRACTORS AND SUPPLIERS.** If the Company is serving as a contractor, this Agreement allows any subcontractors or suppliers under the Company to perfect liens as well.

**SECTION 8: SUCCESSORS AND ASSIGNS.** The Company may transfer or assign this Agreement. I may not assign any of my rights or delegate any of my duties under this Agreement without prior written consent from the Company.

**SECTION 9: NO WAIVER.** No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any party's exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.

**SECTION 10: GENERAL DISCLAIMER.** COMPANY DISCLAIMS ANY OBLIGATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION:

- COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER.

**SECTION 11: FORCE MAJEURE.** The Company will not be in breach of its obligations under this Agreement in the event that, for cause or causes beyond its control, such party is unable to perform, in whole or in part, any one or more of its obligations under this Agreement. Such causes shall include, but not be limited to, labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, snow storms, tornados, hurricanes, or other acts of God, insurrection, or any other cause not within the reasonable control of the Company.

**SECTION 12: ENTIRE AGREEMENT.** This Agreement describes the entire agreement between the Company and me and supersedes any other verbal or written agreements regarding the services and supplies listed on the cover section of this Agreement.

**SECTION 13: GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of, the State of Texas, excluding its choice of Law principles.