

“by signing your authorizing the above listed work and I agree with our terms and conditions listed on our website”

I have read the Terms and Conditions set forth below and agree to the Terms and Conditions. Additionally, I have the authority and hereby do authorize Air Blue Heating & Cooling, Inc., to perform the above-referenced work.

Terms and Conditions

1. The Parties: Air Blue Heating & Cooling, Inc. (“the Company”) and the customer (“the Customer”) named on the front of the Invoice and shall be collectively referred to herein as “the Parties”).
2. The Agreement: The Agreement encompasses the Terms and Conditions set forth herein as well as incorporates the Invoice to which the Terms and Conditions are attached hereto. The Invoice and Terms and Conditions are collectively referred to herein as “the Agreement.”
3. Consideration: In consideration of the mutual covenants and promises as set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to the terms of the Agreement.
4. The Work: All work identified in the Invoice (hereinafter “the Work”) will be completed in a workman like manner and according to the custom and practice within the industry.

Any alterations or deviations to the Work identified in the Invoice involving extra costs will be performed only upon written authorization of the Customer and will become an extra charge over and above the entire estimate contained in the Invoice. The Company may not have control over equipment availability and delivery, and as such, all completion dates are estimates only.

The Company assumes no responsibilities for deficiencies in existing HVAC system, hydronic piping systems, valves, refrigeration piping, electrical and/or gas systems or leaking refrigerant or age of unit.

The Company shall not be liable for, nor does the Work include: identification, detection, abatement and encapsulation, storage, removal, or transportation of any regulated or hazardous substances which may include, but is not limited to asbestos, certain refrigerants and refrigerant oils. If any such products or materials are encountered during the course of the Work; the Company can discontinue the Work until regulated or hazardous materials have been removed of the hazard or liability is eliminated and such discontinuation of the Work does not constitute a breach of the Agreement.

If during the course of a requested maintenance visit it is determined that the Work cannot be performed due to inoperable HVAC equipment or machinery, the Customer that requested the Work are liable for payment of the specified tune-up charge as a service visit charge, further diagnostic fee's if agreed to may apply. If during the course of a requested service visit parties requesting service decline any and or all repairs or recommended repairs they will be liable for the minimum service fee and or diagnostic fee as listed on the service invoice. The Company shall receive an extension equal to the time of delay to complete the Work and the Company reserves the right to be compensated for any loss due to delay. The Work to be performed by the Company does not include, nor is the Company responsible for, any carpentry work, painting, plastering, patching or repairs.

The Company is not responsible for obtaining permits for HVAC projects. If a permit is required, the Customer will be notified and it is the Customer’s responsibility to pull the appropriate permit from the proper City, Village, Municipality, County or governing agency. The Customer is responsible for all fees related to the permit. If street closure is needed, the Customer is responsible for all fees and permits related thereto.

5. Payment: Payment of the amount stated in the Invoice is due and payable by the Customer upon completion of the Work by the Company. If payment of the Invoice is not received upon the Company's completion of the Work, the Company is entitled to collect the balance of the Invoice and interest upon the balance of the Invoice in the amount of 9% per annum.

6. Limitation of Liability and Waiver: The Company shall have no responsibility for liability to the Customer, and the Customer hereby waives any and all claims against the Company, with respect to any of the following: (a) any liability, loss or damage caused directly or indirectly by the Work performed by the Company, (b) any risks related to the Work thereto; (c) any interruption of service, loss of business or anticipated profits or consequential damages; or (d) punitive damages.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

7. Indemnity: The Customer shall indemnify and defend the Company against, and hold the Company harmless from, any and all claims, losses, actions, damages, expenses which include reasonable attorney's fees and costs, obligations, liabilities or liens (collectively "Claims"), whether foreseeable or unforeseeable, arising out of this Agreement and the Work, regardless of the reason therefore and including, without limitation, any Claims arising under the doctrine of strict liability or by operation of law. It is the intent of the Parties that this provision be construed to provide indemnification to the Company to the maximum extent permitted by law. If this provision is found in any way to be overbroad, it is the Parties' intent that this provision be enforced to allow indemnification to the maximum extent permissible. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury (including death), property damage, loss or theft of property, damages, penalties, fines, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

The Customer shall indemnify and defend the Company against, and hold the Company harmless from, any and all Claims and Losses, whether foreseeable or unforeseeable arising out of the Work, including, without limitation, indemnifying and defending the Company against, and holding the harmless the Company from Claims that arise out of the Company's own negligence.

8. Warranties:

Express Warranties: The only Express Warranty provided by the Company is an All Labor Warranty. The Company's All Labor Warranty is conditioned upon the equipment being serviced by the Company. The equipment needs to be serviced twice a year, once in the fall or winter and a second time in the spring or summer. If the Customer is seeking to request services under the Company's All Labor Warranty, the Customer must provide invoices demonstrating that the equipment has been serviced according to this Agreement. If electrical, gas, supports, structural modifications and supports, crane, test and balancing, or other such work is not specified in the original invoice, than such work is not included in any warranty call. Extra work required that is not a part of the warranty call will be given a separate line item and a separate price if needed. The Company is not responsible for obtaining permits for HVAC projects. If a permit is required, the Customer will be notified and it is the Customer's responsibility to pull the appropriate permit from the proper City, Village, Municipality, County or governing agency. The Customer is responsible for all fees related to the permit. If street closure is needed, the Customer is responsible for all fees and permits related thereto.

DISCLAIMER OF EXPRESS WARRANTIES: OTHER THAN THE EXPRESS WARRANTY IDENTIFIED ABOVE (THE ALL LABOR WARRANTY), THE COMPANY HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS WARRANTIES.

DISCLAIMER OF IMPLIED WARRANTIES: FOR ANY EQUIPMENT PURCHASED BY THE CUSTOMER OR PROVIDED BY THE COMPANY, THE COMPANY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS CONCERNING THE MERCHANTABILITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE ABSENCE OF ANY LATENT DEFECTS IN THE EQUIPMENT; AND ANY OTHER IMPLIED WARRANTY NOT SPECIFICALLY IDENTIFIED. THE CUSTOMER ACCEPTS RESPONSIBILITY WITH RESPECT TO ALL SUCH RISKS, AND THE COMPANY SHALL HAVE NO RESPONSIBILITY THEREFOR FOR ANY EQUIPMENT EITHER PURCHASED BY THE CUSTOMER OR PROVIDED BY THE COMPANY.

9. Choice of Law, Jurisdiction, Venue, and Waiver of Trial By Jury: The Agreement shall be deemed to have been negotiated and entered into within the State of Illinois. Accordingly, except to the extent, if any, that they are preempted by Federal Law, the laws of the State of Illinois shall govern the construction and interpretation of the Agreement.

Consent to Jurisdiction and Venue: Any and all actions or proceedings in any way arising out of, or relating to, the Work or the Agreement, must be brought and litigated in the following venue: the Circuit Court of Cook County, State of Illinois. The Parties hereby consent and submit to the jurisdiction and venue of any court located within Cook County, Illinois, and waives any argument that the Circuit Court of Cook County, State of Illinois lacks personal or subject matter jurisdiction or is an improper venue.

The above venue provision will be inapplicable to actions in which the Company chooses to proceed with a claim to foreclose a Mechanics Lien under the Illinois Mechanics Lien Act. The Mechanics Lien claim will be brought in the venue appropriate under Illinois law.

Waiver of Jury Trial: The Parties, having been represented by counsel, or having had the opportunity to seek the advice of counsel, each knowingly and voluntarily waive any right to a trial by a jury in any action or proceeding relating to the Agreement and the Work.

10. Attorney's Fees and Costs: If the Company is the prevailing party in any court action against the Customer, arbitration proceeding, or other alternative dispute resolution procedure with respect to any claim or dispute relating to, or arising out of, the Agreement or related to the Company's Work, the Company shall be entitled to recover from the Customer the Company's attorney's fees, costs, and expenses in connection with the dispute.

11. Severability: It is the Parties' intent that the Agreement be enforced to the fullest extent as allowed by law and that if any provision of the Agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions remain in full force and effect.

12. Force Majeure: The Parties shall not be liable under the Agreement for their failure or delay in performing their obligations herein where such failure or delay in performing is by reason of natural disaster, closing of the public highways, government interference, or any similar event or occurrence beyond the reasonable control of the affected Party, and the Parties shall not have any liability to each other for any resulting delay in performance or failure to perform provided that the Parties shall use their best efforts to minimize such force majeure period.

13. Entire Agreement: Unless otherwise agreed to in writing, the Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that the Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving the Agreement.
14. Time is of the Essence: Time is of the essence with respect to each and every covenant, agreement, and obligation of the Customer under the Agreement.
15. Remedies: Nothing in this Agreement will prohibit the Company from pursuing any other remedies at law or in equity, including, but not limited to claims for a Mechanics Lien.
16. Execution of this Agreement: The Customer acknowledges and represents that the individual who executes the Agreement has the authority to do so, and that the Customer acknowledges, represents, and warrants that the Customer has read and fully understands each and every provision of the Agreement and has had sufficient time and opportunity to consult with the Customer's own legal counsel prior to executing this Agreement.
17. Counterparts: The Agreement may be executed in any number of counterparts, including, but not limited to facsimile or by attachment to electronic mail, each of which shall be deemed to be a duplicate of the original hereof.
18. No Creation of Partnership or Joint Venture: None of the terms in the Agreement are intended to create or imply the creation of a Partnership or Joint Venture between the Company and the Customer and any other entity. The Company and the Customer have elected to contract with each other as separate and distinct entities which do not have any shared control or interest in each other's operations, ownership, property, profits, and losses.