

Veteran Air HVAC, Plumbing, Electrical 6720 33rd Street East Sarasota, FL 34243 License #CAC1820909 Phone: (941) 751-6180

#### **BILL TO**

Thomas Glembocki 9579 Knightsbridge Circle #9579 KNIGHTSBRIDGE CIRCLE Sarasota, FL 34238 USA

> INVOICE 313654556

INVOICE DATE Nov 12, 2024

#### **JOB ADDRESS**

Thomas & Elizabeth Glembocki 9579 Knightsbridge Circle #9579 Sarasota, FL 34238 USA Completed Date: 11/12/2024
Payment Term: Due Upon Receipt

Due Date: 11/12/2024

#### **DESCRIPTION OF WORK**

\*\*\*Veteran Air Guarantees\*\*\*

#### \*\*PEACE OF MIND GUARANTEE\*\*

All technicians in your home have had an extensive background check performed and are randomly drug tested for your safety.

# \*\*PROPERTY PROTECTION GUARANTEE\*\*

Your install team will take great care of your property. Any property damaged by Veteran will be replaced or repaired and drop cloths will be used on all work and traffic areas.

### \*\*\$500 NO FRUSTRATION GUARANTEE\*\*

If you system breaks down during the first year, we will be there in 24 hours or we will pay you \$500 for your inconvenience.

# \*\*\$500 INSTALLATION DATE GUARANTEE\*\*

If we do not have your new system operating by the date promised, we will pay you \$500 for your inconvenience!

## \*\*UTILITY SAVINGS GUARANTEE\*\*

Veteran guarantees that you will save a minimum of 30% on your heating and cooling costs or; we will refund double-the-difference of your potential savings not realized during the first year. \*Valid on Deluxe or Higher Heat Pump Systems if your existing system is 13 SEER or lower. If your system is not meeting guaranteed savings, you must notify us immediately to allow us to evaluate your system's performance.

# \*\*NO LEMON GUARANTEE\*\*

If that compressor in your air conditioner fails twice in the first 5 years, we will install a new condensing unit.

# \*\*NO SURPRISE GUARANTEE\*\*

We offer no surprise pricing which means; the quote you get up front, is the price you'll be paying. Any additional work will be approved by the owner in writing before that work is started.

\*\*COMFORT GUARANTEE\*\*

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We guarantee that the system(s0 we have installed in your home will heat and cool your home as designed by the manufacturer. If the temperature range agreed upon is not achieved, we will replace the system(s) at no charge.

We guarantee that the equipment we have installed will perform as designed, or we will remove it and return 100% of your investment!

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	2.5 Ton Standard Rated up to 14.3 SEER-2	1.00	\$11,398.00	\$11,398.00
	<ul> <li>Parts: 10 Years</li> <li>Labor: 2 Years</li> <li>Compressor: 10 Years</li> <li>TSTAT: Digital T-STAT</li> <li>No Lemon: 5 Years</li> <li>New Safety Float Switch</li> <li>New Condenser Pad</li> <li>Also Includes All: Labor, Materials, and Permits</li> </ul>			
	*No Warranty on Existing Ductwork			

Trane 4twr4030n1000aa S/N: 244242yy5f

#	DESCRIPTION			TOTAL
1	10% Unit Discount: 10% Unit Discount			\$-1,139.80
PAID ON		TYPE	мемо	AMOUNT
11/11/2024		Visa		\$5,000.00
11/12/2024		Visa		\$5,258.20
			POTENTIAL SAVINGS	\$0.00
			SUB-TOTAL	\$10,258.20
			TAX 0%	\$0.00
			TOTAL DUE	\$10,258.20
			PAYMENT	\$10,258.20

Thank you for choosing Veteran Air - HVAC, Plumbing & Electrical

### **CUSTOMER AUTHORIZATION**

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.

**BALANCE DUE** 

\$0.00

Integrity Home Solutions Services LLC dba Veteran Air Heating & Electrical

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<sup>\*\*100%</sup> MONEY BACK GUARANTEE\*\*

Sign here Date 11/12/2024

#### **CUSTOMER ACKNOWLEDGEMENT**

I have inspected all of the work done by Veteran Air pursuant to the contract terms agreed by me Thomas & Elizabeth Glembocki I find that all work 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 by Veteran Air to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor pursuant to the contract as agreed. Integrity Home Solutions Services LLC dba Veteran Air Heating & Electrical

I authorize Veteran Air – HVAC, Plumbing & Electrical 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.

Sign here Date 11/11/2024

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Sign here Date 11/12/2024

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#### **ADDITIONAL TERMS AND CONDITIONS**

**Professional Conduct.** At the completion of the project, Contractor will remove all waste materials and rubbish from the site, together with tools, construction equipment, machinery and surplus materials. Contractor shall supervise and direct the work at Customer's property, using reasonable skill and attention. Contractor shall be solely responsible for the construction means, methods, technique, sequences, and procedures for all work performed at Customer's property pursuant to this Agreement. Customer shall not interfere with Contractor's work forces. Extra materials left over upon completion shall be deemed Contractor's property.

**Delays.** Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control do not constitute abandonment and are not included in calculating time frames for performance by Contractor. Contractor and Customer(s) have determined that a definite completion date is not of the essence to this Agreement.

Zoning and Conditions. Customer agrees to timely furnish all information necessary for Contractor to secure plans and permits for the work called for under this Agreement, and Customer warrants the work as contracted for does not violate any applicable zoning, classification and building codes. Customer agrees to disclose to Contractor the location of all property lines, underground restrictions or underground utilities, easements or rights of way, pipes, power lines, septic tanks, utility lines or drain fields that may impact or affect the planned project, and shall indemnify Contractor and hold Contractor harmless from any loss or liability, including attorney fees and costs, resulting from any suits, claims, disputes, losses or problems related to the above. In the event that the applicable public authority or other government agency subsequently requires modifications or additional labor or materials which were not included in the Agreement, then the Purchase Price shall be adjusted and/or billed on a time and materials basis. Contractor is not responsible for any special inspections, analysis or reports which are not ordinarily provided by a building inspector.

Additional Work. Contractor is not obligated to correct or repair pre-existing structural deficiencies or problems resulting from existing conditions to the property, or the work of others. For example, unless otherwise specified in the Agreement, Contractor is not responsible for correction to landscaping or other property damaged in the normal course of work by digging or other operations. Contractor is not responsible for any drywall, painting, patchwork, or repair work on fixtures, or structural or other damage that may occur or be necessary in order to complete the scope of work or any other damage that may occur as a result of the original plumbing, sewer or HVAC system, or other problems related to the premises. Unless otherwise specified in the Agreement, Contractor is not responsible for any leveling of tubs, shower bases, or floors; repair of damage occurring from appliance moving/relocating; any sheet metal work, pipe insulation, or ditch compaction; correction or repairs to sewer lines, or repairs necessitated by equipment getting stuck in the line, to include, but not limited to, cutting into drywall, concrete, or roof or gutter repairs.

Change Orders and Substitutions. During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Contractor may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance. Should Contractor be unable to obtain any material(s) specified in the Agreement or any Change Order, Contractor shall have the right at its sole discretion to substitute comparable materials and such substitution shall not affect the Purchase Price.

**Generator Projects:** On generator projects, Customer understands that it is Customer's responsibility that certain specifications with regards to existing electrical box and natural gas or liquid propane must be met to install a standby emergency power generation system. Contractor will aid the Customer in this process but it is Customer's responsibility to contact the local natural gas or liquid propane service provider to confirm the meter and/or tanks are sufficient to handle the new equipment. If Customer is not ready for the scheduled and agreed upon in-home installation date and time and does not communicate this to Contractor at least 24-hours prior to the scheduled installation, Customer will be charged a trip charge of \$200 and will be given the next open date and time for

installation. Customer understands that permits for the installation of a standby emergency power generation system may include electrical and plumbing permits and are the responsibility of the homeowner. Contractor will provide assistance in preparing and filing documentation to obtaining permits from the appropriate municipalities. Customer understands that it may be necessary to drill a hole into the house foundation for the electrical and gas connections, and Customer will not hold Contractor liable for unrelated damage to the foundation after the system has been installed. If it becomes necessary to dig a trench for the electrical and fuel installation it is Customer's responsibility to contact the local authority and have the site marked for utilities.

**Drain Clearing.** Contractor may impose an additional charge for drain cleaning if caustic chemicals have been used within 72 hours of Contractor's visit. Should any drain cleaning cable become stuck in the line is the responsibility of the Customer for removal and/or additional repairs. If a sewage spill occurs, including one deemed hazardous material, the cost of clean up is the responsibility of the Customer.

HVAC Design Conditions. All equipment is designed according to the standard design temperatures (estimated) for Florida (Cooling: 75°F indoor dry bulb temperature w/ 50% indoor relative humidity at 92°F outdoor dry bulb temperature. Heating: 70°F indoor dry bulb temperature w/ 50% indoor relative humidity at 23°F outdoor dry bulb temperature). Seller is not responsible for cooling/heating beyond. standard design temperatures, high humidity levels, system reaching dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural tightness, ductwork conditions, home infiltration, leakage of ductwork, building materials and any other factor in the load calculation will be determined by the information the Customer provides to Contractor upon initial consultation. Contractor is not responsible for any problems incurred due to incorrect information provided by Customer at the time of consultation and load calculation. If Customer does not authorize Contractor to conduct its own testing to determine load calculations and all insulation values, Contractor shall size the new HVAC system based on the size of the Customer's existing HVAC system. In such case, Contractor shall not be responsible for problems caused by over sizing (including without limitation short cycling, humidity control, and mold growth) or under sizing (including without limitation inability to heat or cool within standard design temperatures).

**Performance or Condition of Existing HVAC Equipment.** Contractor is not responsible for the performance, functionality, or compatibility of existing equipment, ductwork, duct board, controls, or other equipment/materials that are not repaired or replaced during a job installation and that Customer agrees to keep in place. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Customer assumes all responsibility for any additional service charges that may be incurred.

**HVAC Existing Line Set.** Contractor is not responsible for any problems with heating or cooling due to the existing line set, which may require repair and replacement for an additional cost to the Customer in the event Seller is unable to pull a 500 micron vacuum on an existing line set.

**HVAC and Generator Existing Gas Pipe.** Contractor is not responsible for the condition of any existing gas pipe that is not readily accessible. Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

**HVAC Existing Attic Access Stairs.** In the event Customer's existing stairs/attic access cannot be safely utilized for the removal and installation of equipment, an alternate method or access may be required. Contractor is not responsible for (a) the replacement or repair of steps, stairs or panels that must be removed to complete removal or installation work; and/or (b) any property damage resulting from the removal of access steps, stairs or panels.

Late Cancellation/Late Payment/Default: If Customer(s) attempts to cancel or repudiate this Agreement after midnight of the third business day after the date of this Agreement, and Contractor accepts such cancellation, which shall be in Contractor's sole discretion, all work under this Agreement will be stopped as promptly as is reasonably possible and Customer(s) agrees to pay Contractor a cancellation fee equal to the cost of any labor and material incurred to date plus 15% of this Agreement's purchase price. Customer(s) agrees to pay a late fee of 1.5% per month on all amounts due and owing from Customer(s) to Contractor accruing from the date due

and running to the date the payment is made. If Customer(s) is in default of this Agreement, Customer(s) agrees to pay Contractor's attorney's fees equal to 15% of the defaulted amount or as otherwise allowed by applicable law. Customer(s) also agrees to pay any other costs or expenses of repossession or collection as allowed by applicable law.

**Contractor's Right to Cancel:** If Contractor determines that this Agreement cannot be performed as intended due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Customer's property, Contractor may cancel this Agreement within thirty (30) days of its execution, notify Customer(s) of such cancellation in writing, and return all monies paid by Customer(s).

**No Set-Offs or Retentions:** Upon substantial completion of Contractor's work under this Agreement, Customer(s) shall pay all amounts due under this Agreement without any right of set-off or retention. Substantial completion is defined as the job being materially completed, functional as intended. If after paying all amounts due under this Agreement, Customer(s) alleges that Contractor's work is defective in any respect, Contractor, without waiving any of its rights, shall cause an inspection of the work and perform any remedial work to the extent the Customer(s) is entitled to under this Agreement or Contractor's warranty at no cost to Customer(s).

**Customer's Representations:** Customer(s) represents and warrants that (a) Customer(s) owns the premises where the products and services are being provided by Contractor; (b) Customer(s) will provide Contractor with reasonable access to the premises, including access to electrical outlets as may be required by Contractor; and (c) Customer(s) shall be responsible for the preparation, moving, and reinstalling of all items as required by Contractor under this Agreement.

Contractor's Responsibility: Contractor shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accidents, floods, governmental actions, or any other causes beyond control of Contractor; (b) any incidental or consequential damages including, without limitation, lost profits or reduction in value of Customer's property arising from Contractor's delay in performing under this Agreement or due to Contractor's breach of this Agreement; and (c) unintentional damage to flooring, window treatments, landscaping, driveways, sidewalks, telephone installations, collateral or incidental damage to interior walls and personal property, it being understood that Customer(s) is responsible at Customer's cost for all preparations, protection, and/or moving of such items prior to Contractor's commencement of work.

**Condensation, Mold and Related Matters:** Customer(s) agrees to indemnify and hold Contractor and its employees, agents, and subcontractors harmless from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead- based products, or other hazardous substances inside or outside of the property at which work is performed. Contractor does not provide mold testing or remediation services.

Manufacturer's Warranties/Service Calls: Customer understands that manufacturers of products and appliances provide factory warranties governing repair and replacement of those items. Any warranties offered by the manufacturer of the products purchased shall be provided to Customer(s). Customer understands it is Customer's responsibility to refer to each specific manufacturer's warranty guidelines and that it may be necessary for Customer as the owner to register the equipment with the manufacturer and maintain it according to the manufacturer's specifications. Contractor will provide a one-year labor warranty for each installation and will perform all service and repairs covered under that labor warranty. Contractor shall have no liability concerning any manufacturer's warranty. Manufactured date of products and equipment are not guaranteed to be the current year. Customer shall pay for all service calls not otherwise covered under the terms of a service contract or deemed a warranty claim under Contractor's workmanship warranty regardless of whether Contractor performs any work (including equipment and labor that is under the warranty period). Miscellaneous: No waiver of any breach of this Agreement shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. In construing this Agreement, the gender and number of words used may be changed to meet the context. This Agreement shall be governed by and construed in accordance with

the laws of the state in which it is performed, except as may be preempted by federal law. Any part of this Agreement contrary to the law of this state shall not invalidate other parts of this Agreement. If a provision of this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

**Third-Party Lenders:** If applicable, Customer(s) acknowledges receipt of the third-party lender loan agreement ("Loan Agreement") with the lender specified on the Loan Agreement ("Lender") and agrees to be bound by the terms and conditions of the Loan Agreement. Customer(s) authorizes and instructs Customer's third-party lender to disburse the proceeds of the third-party loan to Contractor in the amount specified in this Agreement upon request for payment by Contractor.

**Collections Fee Clause:** If this invoice is not paid in full within 90 days and is subsequently turned over to a collections agency, a collections fee equal to 25% of the outstanding balance will be added to the total amount due. This fee is intended to cover the administrative expenses and other costs associated with pursuing overdue payments. By accepting this invoice, the undersigned agrees to pay this additional fee in full.

Arbitration of Disputes: Contractor and Customer(s) agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments, accounts, or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration provision may, at the election of either party, be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the county where the work under this Agreement occurred. Customer(s) agrees that Customer(s) will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting a Claim shall file a notice of the demand for arbitration with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public. Both Contractor and Customer(s) are hereby potentially agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address any grievances or alleged grievances. The parties believe this may allow for a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties may be potentially giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are potentially accepting the use of arbitration. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 North Monroe Street, Tallahassee, FL 32399-1039 Phone: 850.487.1395

**BUYER'S RIGHT TO CANCEL:** This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

#### **NOTICE OF CANCELLATION** NOTICE OF CANCELLATION Date of Transaction \_ . You Date of Transaction \_\_\_ . You may cancel this transaction, without any penalty may cancel this transaction, without any penalty or obligation, within three business days from or obligation, within three business days from the above date. If you cancel, any property the above date. If you cancel, any property traded in, any payments made by you under the traded in, any payments made by you under the Contract or Sale, and any negotiable instrument Contract or Sale, and any negotiable instrument executed by you will be returned within 10 days executed by you will be returned within 10 days following receipt by the Seller of your following receipt by the Seller of your cancellation notice, and any security interest cancellation notice, and any security interest arising out of the transaction will be canceled. If arising out of the transaction will be canceled. If you cancel, you must make available to the you cancel, you must make available to the Seller at your residence, in substantially as good Seller at your residence, in substantially as good condition as when received, any goods condition as when received, any goods delivered to you under this Contract or delivered to you under this Contract or Sale; or you may, if you wish, comply with the Sale; or you may, if you wish, comply with the instructions of the Seller regarding the return instructions of the Seller regarding the return shipment of the goods at the Sellers expense shipment of the goods at the Sellers expense and risk. If you do make the goods available to and risk. If you do make the goods available to the Seller and the Seller does not pick them up the Seller and the Seller does not pick them up within 20 days of the date of your Notice of within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the Cancellation, you may retain or dispose of the goods without any further obligation. If you fail goods without any further obligation. If you fail to make the goods to make the goods available to the Seller, or if you agree to return available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then the goods to the Seller and fail to do so, then you remain liable for performance of all you remain liable for performance of all obligations under the Contract. To cancel this obligations under the Contract. To cancel this transaction, mail transaction, mail or deliver a signed and dated copy of this or deliver a signed and dated copy of this cancellation notice or any other written notice, cancellation notice or any other written notice, or send a telegram to Veteran Air, or send a telegram to Veteran Air, 6720 33<sup>rd</sup> St E Sarasota, FL 34243, NOT LATER 6720 33<sup>rd</sup> St E, Sarasota FL 34243, NOT LATER **THAN THAN** \_. (Date) MIDNIGHT OF \_. (Date) MIDNIGHT OF \_ I HEREBY CANCEL THIS TRANSACTION. I HEREBY CANCEL THIS TRANSACTION. **Buyer's Signature Buyer's Signature** Date Date