

## Strada Services, LLC 3400 Saint Johns Parkway Sanford, FL 32771 (877) 906-1113

## Estimate 73513064 Estimate Date 2/27/2024





## **Description of work**

Single Stage Condenser w/ Air Handler (10-year Warranty)

SEER 2: 15.2 HSPF 2: 7.8 AHRI: 208511690

GSZH503610A AMST36CU14

\*Every professional Strada Services installation includes a permit, platform including liner with the new ¾" plywood top, condenser pad, filter, and materials, including safety float switch, our team will register every new system with the manufacturer, and includes a 10-year parts warranty, along with a 1-year labor warranty.

Task #	Description	Quantity
ACRetailPermit	AC Permit	1.00
GOO3TONHEATPUMPBETTER	Goodman 3.0 Ton Heat Pump Better	1.00
Installation Material Pack	Installation Material Pack for HP, Straight Cool, and Gas Furnace	1.00
JBALTJF Promo	JB Warranties 10 Years Labor Plus HP (JBALTJF) *Must have 10 Year manufacturer's Warranty	1.00
10%Discount	Discount -10%	1.00
FLTM8195201	FILTER MERV 8 19.5" X 20" X 1" (FLTM8195201)	1.00
TH8321WF1001-RET	Honeywell Pro TH8321WF1001	1.00
HURPAD40404	PAD HURRICANE 40 X 40 (HURRICANE PAD)	1.00
GSZH503610A	Goodman 3 Ton 15.2 SEER2 Air Conditioner Condenser	1.00
AMST36CU14	Goodman AMST - 3.0 Ton - Air Handler - Multi-Position	1.00
HKSC10XC-G	Goodman 10 KW Heater w/ Breaker HKSC10XC	1.00
Potential Savings \$917.73 - \$925.08	Sub-Total Tax	\$7,444.07 \$0.00
	Total Due Deposit/Downpayn	\$7,444.07 nent \$0.00
	Thank you for choosing Strada Services, LLC	

## TERMS & CONDITIONS OF AGREEMENT

<sup>1.</sup> Strada Services, LLC, a Delaware Corporation, shall hereafter be referred to as Contractor.

<sup>2.</sup> Purchaser hereby accepts the equipment and the services described above, and agree to pay Contractor the price shown above, in full, at the completion of the work. Completion is defined as the time when the equipment is installed and operating. Defects, if any, are to be corrected under the Contractor's warranty and shall not be reason for delay in payment.

- 3. Contractor shall furnish only the labor and materials necessary to perform the agreed upon labor and materials of this AGREEMENT. Any deviation from or addition to the agreed upon labor and materials must be in writing and signed by both Contractor and Purchaser. In the event of unforeseen circumstances, including compliance with code requirements, labor and/or materials were not contemplated in the proposed price, the proposed price shall be increased. Unforeseen drywall repairs shall be billed separately and in no event will they be deemed included in the purchase price, unless noted in this agreement.
- 4. All equipment and materials are guaranteed by Contractor to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
- 5. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.
- 6. Unless specifically included in the contract price, Contractor will not conceal pipes, ducts and wires or include drywall patching, painting and framing.
- 7. Purchaser acknowledges that temperatures vary from room to room and in different levels of the house and that the Contractor shall have no liability for such variance.
- 8. Purchaser understands that new equipment will make different sounds and provide a different type of heat "feel" than older inefficient equipment.
- 9. Contractor shall not be liable for existing duct system issues and/or problems caused by same.
- 10. Upon failure to pay any sums due hereunder, Purchaser agrees to pay Contractor interest at the rate of two and one half percent (2½%) per month (or the maximum amount allowed by law) on all outstanding balances.
- 11. Completion and start dates are not guaranteed. Delays in completion and start dates beyond Contractors control shall not be grounds for cancellation of this agreement. Contractor shall not be liable for any delay in the performance of the agreement or for any damages suffered by Purchaser by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, shortage of labor, fuel, power, materials, or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control. Except as provided herein Contractor makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Contractor expressly disclaims all other warranties.
- Contractor's maximum liability hereunder shall consist of refunding all moneys paid to it by Purchaser hereunder subject to removal and return to Contractor, of all equipment provided hereunder. Under no circumstances will Contractor be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.
- 12. Equipment and installation agreements that contemplate a federal tax credit to Purchaser that are entered into, shall be completed at Contractor's earliest availability but are not guaranteed to be completed by the tax credit deadline of any given calendar year. Contractor shall have no liability whatsoever for delays of any kind that cause the installation date to extend past the qualifying date. In the event of a delay of any kind, any and all liability for a resulting disallowance of any tax credit contemplated by Purchaser shall be borne solely by Purchaser.
- 13. Purchaser shall provide Contractor with a safe and readily accessible work site on which equipment is to be installed. Title to all provided equipment remains with Contractor until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed sever-able without injury to the freehold. On any payment default by Purchaser, or if in Contractor's judgment, reasonably exercised, its equity appears to be imperiled, then, Contractor may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Contractor in connection therewith.
- 14. Once equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of Contractor cost of insurance to be paid by Purchaser. Contractor carries Liability and Worker's Compensation Insurance.
- 15. Contractor provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.
- 16. In the event Contractor arranges outside financing through 2nd parties on and for the benefit of the Purchaser, all agreements are through finance company and Purchaser, and shall have no responsibility on Contractor. All financing is with approved credit. In the event that Purchaser is found to be not credit worthy, at any time through this agreement, it shall be the Purchaser's responsibility to secure funds to service all debts.
- 17. Contractor hereby assigns to Purchaser, all warranties given to Contractor by any manufacturer. Contractor shall have no liability concerning any manufacturer's warranty.
- 18. There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Contractor.
- 19. All warranty work will be performed during Contractor's normal working hours, 8:00AM to 5:00PM, Monday through Friday.
- 20. Purchaser is responsible for all costs and reasonable attorney fees incurred by Contractor in connection with any action or proceeding(including arbitration and appeals) arising out of this agreement, including collection of any outstanding amounts due, whether or not suit is filed.
- 21. This agreement shall be governed and construed solely according to the internal laws of the State of Florida, without reference to any conflicts of laws.
- 22. This agreement is the complete and exclusive statement of the agreement between Purchaser and Contractor and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof.
- 23. The equipment warranty is as stated by the manufacturer. Warranty extensions, if any, require online registration by the Purchaser. 24. It is agreed the seller will retain title ownership to any equipment or material that may be furnished until final payment is made, and if settlement is not made as agreed, the seller will be held harmless for any damages resulting from the removal thereof. I/We (Purchaser(s)) agree to pay all costs and reasonable attorney's fee if this invoice is placed in the hands of an attorney for collection.
- 25. Contractor shall not be responsible for covenants, zoning or other like laws, ordinances or agreements that may affect Purchaser property. Purchaser agrees to hold Contractor harmless from all liability in connection with the same.

Yearly maintenance not included in warranty.

- 26. Purchaser shall indemnify and hold Contractor harmless from all liability to include but not limited to any connection with regulated or hazardous substances in or on the property. In the event any regulated substances are encountered, Contractor shall terminate work until the matter is resolved and the completion date shall be extended, to include any and all costs associated with the same.
- 27. Purchaser's cancellation: If you decide you do not want the goods or services, you may cancel this agreement by mailing notice to

the seller. The notice must say that you do not want the goods or services and must be mailed or delivered before midnight of the third business day after you sign the agreement: The notice must be mailed to: Strada Services., Inc 3400 St Johns Pkwy, Sanford, FL 32771. Cancellations must be in writing via US postal service or hand delivery to any authorized representative of Contractor. Delivery of cancellation notice solely via phone or email is unreliable and is not an acceptable form of notice by Purchaser. Any cancellations accepted and agreed to by Contractor after a permit has been applied for will incur a \$250.00 permit release and cancellation fee regardless of whether the permit has been approved or issued by the controlling municipality.

28. SELLER CANCELLATION: Seller shall have the right to terminate this agreement at any time for any reason. In such event Contractor shall be paid for work and materials to the termination date. Any extra cost to complete said agreement by other companies are not the responsibility of Contractor and Purchaser shall hold Contractor harmless.

29. This Agreement contains the entire understanding and agreement between the parties, and all of their prior written and verbal agreements, understandings or arrangements are merged herein. No amendment or modification hereof shall be binding upon either party unless in writing and signed by the party to be charged therewith.

30. In the event Contractor retains an attorney to enforce this agreement, Purchaser shall pay all reasonable attorney's fees and costs incurred by the Contractor. Point of venue for litigation purposes shall be Seminole County, FL.

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:

Construction Industry Licensing Board Phone: 850-487-13951940 North Monroe Street Tallahassee, Fl 32399 713.015 Mandatory Provision

ACCORDING TO FLORIDA CONSTRUCTION LIEN LAW (SECTION 713.001-713.37, FLORIDA STATUTES). THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL, HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT, WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

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