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(317) 873-3737

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HEATING ■ AIR CONDITIONING ■ PLUMBING

Customer's Name: Whitestown Fire House #272		Job Address: 6800 S Indianapolis Rd Whitestown , IN 46075	Date: 01/26/2024
Customer's Billing Address: 6800 S Indianapolis Rd		City, State, Zip: Whitestown , IN 46075	Customer #:
Home Phone: 317.517.7627	Mobile Phone:	Email(s): lpollock@whitestown.in.gov	Job #:

Why Choose Us?

- **A Company You Can Trust.** We have been family owned & operated since 1983. We strive to educate our customers on best practices and help them make educated decisions in regards to the comfort in their homes.
- **Quality Installation.** We strive to communicate with our team members and customers to ensure the best possible customer experience. We are not in this business for the "quick fix", we are here to build long lasting relationships with our customers and their families.
- **Professional Service & Maintenance.** Failure to maintain your equipment will void warranties. To ensure that this doesn't happen to you, we provide annual maintenance programs. Our service and maintenance programs help to keep your equipment running at peak performance.
- **Quality Systems.** We offer some of the best equipment from some of the best manufacturers in the industry. We have a variety of payment and financing options available.

Option 1



\$375 Savings



Description

This is the option we recommend based on your input.

Mitsubishi Electric Equipment

- ✓ MUZ-GS18NA-U1 (M1155) Heat Pump
 - 18,000 BTUs Cooling
 - 21,600 BTUs Heating
 - 21.5 SEER2, 13.45 EER2, 10.3 HSPF2
 - 12 Year Parts Warranty
 - 2 Year Labor Warranty
 - 12 Year Compressor Warranty

Indoor Unit Selections

- ✓ Vestibule
 - Wall-Mounted
 - MSZ-GS18NA-U1 (M1165)
 - 17,345 BTUs Cooling
 - 21,440 BTUs Heating

Accessories

- ✓ Ductless Condensate: Pump , Removal, Base Heater - Aspen Mini Split
Condensate Pump Wall Mount 21dB (M1012)
- ✓ Ductless Lineset - 5/8 X 3/8 (50ft) 24k+ Mini Split Lineset & 14-4 Wire (M1005)

Additional Services

- ✓ Electrical Service - Electrical for Indoor Unit (up to 50ft of wire, 1 Breaker, No Conduit)
- ✓ Siemens Bolt-On Electrical Breaker

Applied Discounts

- Equipment Discount (-) \$375

Summary

Price \$8,406

Selected Payment

● **\$8,406** Cash or Check

Customer Acceptance:

Date:



Company Approval:

Date: 01/26/2024 4:57 PM

Company Representative: Jeremy Brackett, jeremyb@controltech.info, 317-714-8437

Notes

Financing monthly payment amounts are estimated and vary depending on the plan. These values are for estimating purposes only and may not match your actual monthly payment amount. Ask about APR for your system.

OPTIONAL ACCESSORIES. NOT INCLUDED IN SYSTEM PRICES ABOVE. THESE ITEMS WILL BE ADDITIONAL COST

--PlasmaPURE Air Purifier (PPURE24)- Regular Price \$699.00 During Install Price \$525.00 (3 Year Warranty. This Unit is UL2998 Validated for Zero Ozone Emissions)

--Surge Protector for Air Conditioner or Heat Pump (MC54) - Regular Price \$220.00 During Install Price \$176.00

--Wi-Fi Water Leak Detector (MC56) - Regular Price \$295.00 During Install Price \$236.00

This Proposal Expires 30 Days From The Proposal Date Listed on Page 1 of the Proposal.

All warranties listed on this proposal are for Residential Applications only. Commercial warranties will be listed separate.

Have you had your Air Ducts cleaned? Air Duct Cleaning is recommended every 3 to 5 years. Ask me about Air Duct Cleaning for your home! This work is performed by Mite-E-Ducts Inc.

Any/All tax credits listed are shown for qualifying "equipment". We do not know if anyone qualifies for a tax credit and cannot guarantee that anyone will receive a tax credit. In order to know if you (the consumer) qualify for a tax credit, please consult your tax professional or accountant.

Carbon Water Filtration System for up to 4 bathrooms (CARBON) Regular Price \$2,862.00 During Install Price \$2,318.00

Carbon Water Filtration System for up to 6 bathrooms (CARBONXL) Regular Price \$3,261.00 During Install Price \$2,717.00

Flow Tech Water Anti Scale aka Descaler (DESCALE) Regular Price \$2,318.00 During Install Price \$1,774.00

Terms & Conditions

DEFINITIONS: The term "Agreement" refers to everything on the front and back of this form. The term "Seller" is used to define Control Tech, its employees and agents. The term "Purchaser" is used to define the consumer listed on the front of this Agreement. The term "Equipment" is used to define any materials, products, etc. used to complete the services on the front of this Agreement.

1. WARRANTY: All warranties are subject to the terms and conditions of the manufacturer. The Seller assumes no responsibility and makes no warranty separate from the manufacturer's warranty, except to the extent discussed herein.

Manufacturer's Warranty: For the period stated on the front of this Agreement or, if no period is stated, for a period of one (1) year from the date of installation, all new Equipment shall carry a manufacturer's factory warranty to be free from defects in material and workmanship. If, under normal

use and service, the Equipment proves to have such a defect, the Purchaser shall contact the manufacturer to repair or replace the Equipment or the defective component thereof, in accordance with the terms of the manufacturer's factory warranty. Purchaser may contact the Seller to schedule the repair or replacement of such manufacturer defects.

Seller's Warranty: Seller warrants that all materials furnished by it shall be of standard quality used for such work and that all Equipment and materials shall be installed in a workmanlike manner. On replacement work, unless otherwise specific in writing. Seller may reuse existing materials that it considers being in good condition. Any existing materials not reused by Seller are to be removed by Seller and shall become the property of Seller, unless otherwise agreed in writing. The seller's warranty provided to Purchaser does not include damage, defects, malfunctions or failures caused by: (1) Purchaser's failure to follow Seller's and/or manufacturer's operation or maintenance instructions; (2) Purchaser's modification of the Equipment; (3) Purchaser's abuse, misuse, or negligent acts; (4) power failure or surges, lightning, fire sprinkler leakage, flood, accidental acts of third parties, or other events outside of Seller's reasonable control, regardless of whether similar to any of the foregoing.

In addition, the Seller's warranty applies only if Purchaser provides the proper operating environment for the Equipment as specified by Seller, including electrical or gas connections, and provides Seller with access to the Equipment to enable Seller to perform maintenance or repair work. Seller's warranty does not cover damages caused during the shipping of Equipment or parts.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO ALTER THIS WARRANTY, EITHER EXPRESS OR IMPLIED.

2. SELLER'S REPAIR SERVICE POLICY: Seller shall render free repair service on the Equipment installed as described on the front page of this Agreement for one (1) year from the date of installation. This includes complete repair service, at any time, for the first thirty (30) days after installation and complete service, during regular business hours Monday through Friday, thereafter. This repair service does not include routine maintenance such as cleaning and tune-up checks. Any repair service performed after the expiration of the free service period, and not covered by warranty, shall be paid for by Purchaser at Seller's then prevailing rates and prices of labor and material. Annual maintenance is required by the manufacturer. Failure to have annual maintenance can void warranties. A separate "Scheduled Maintenance Agreement" may be purchased by the Purchaser, at an additional charge.

The Seller's repair service policy regarding the installation of NEW components is as follows:

Declined Service Repairs: If a service repair is initially declined by Purchaser, then Purchaser will be charged another diagnostic fee if the repair is later requested.

Materials: All electrical components or replacement parts (including but not limited to fuses, circuit boards, pumps, motors), used during a service call or repair, are guaranteed by Seller to the extent stated in the manufacturer's warranty. All new non-electrical parts (including but not limited to nozzles, filters, belts, etc.), used during a service call or repair, are guaranteed against defects (not including clogged nozzles, drain lines, filters, damage due to sludge or water in oil tank/lines) by Seller for thirty (30) days from this Agreement.

Refrigerant: Seller only warrants service for refrigerant for sixty (60) days and only in the case where an extensive and complete electronic leak test of the cooling system was performed at the time the refrigerant was added. In the case of a refrigerant leak repair, the Seller's warranty only covers the specific leak repaired as described on the front of the Agreement. If, within thirty (30) days of the refrigerant leak repair, another leak is found by Purchaser, then Seller will provide an electronic leak test at no charge to Purchaser. However, Purchaser will be liable for any repairs done regarding the additional refrigerant leak.

Labor: Seller warrants service labor, limited to the same defect or problem serviced, for a period of (30)days from the date of this Agreement. This does not include service labor due to water or sludge in oil tank/lines, clogged drain lines, lack of fuel, frozen fuel sources, switches or breakers off, blown fuses, or stats set incorrectly.

Replacement Compressors: Seller warrants service labor and installation labor on compressors for one (1) year, subject to the manufacture's terms and conditions.

3. LIMITATION OF LIABILITY: NEITHER THE MANUFACTURER NOR THE SELLER SHALL BE LIABLE TOPURCHASER, OR TO ANY OTHER PERSON OR ENTITY, FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT AND SERVICES PROVIDED HEREIN.

4. TERMS OF PAYMENT: Purchaser agrees that Seller retains title to Equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of the Seller. Payment for the Equipment/labor shall be due upon the terms specified on the front of this Agreement or, if no term of payment is stated, payment shall be due net on completion of the installation of Equipment or labor rendered. The time for Equipment installation or labor is subject to strike, and any other accidents or delays beyond Seller's control. Accounts not paid within thirty (30) days from the due date shall be considered in default and shall bear interest at the rate of 1.5% per month until paid in full. In the event Seller retains an attorney following Purchaser's default, Purchaser agrees to pay all costs of collection, including but not limited to reasonable attorney fees. Unpaid balances shall also be subject to a data transfer of derogatory information about any unpaid balance to one, or all, of the three major credit bureau reporting agencies (Experian, Equifax, of Trans Union). Purchaser expressly authorizes any collection agency or attorney involved to not only transmit this information, but also to request a copy of your personal credit report from one or more of the above referenced credit reporting agencies.

5. MECHANIC'S LIEN NOTICE: Purchaser represents and warrants that he is the simple owner of, or has an interest in, the property specified on the front of this Agreement as the premises on which the labor, materials or services are to be rendered. Purchaser expressly acknowledges Seller's statutory right to file a mechanic's lien on such real estate, to the extent of the value of any labor done or materials furnished, or both, within sixty (60) days for residential properties and ninety (90) days for commercial properties from the date of last labor performed, last materials furnished, or last services rendered. Purchaser hereby understands and acknowledges that this Notice may be recorded with the County Recorder of the county in which the real estate listed on the front of this Agreement is situated.

6. FLUE: The Purchaser agrees to provide a good and sufficient flue, in connection to any flue the Seller shall not be held liable for the flue's efficiency. If the flue is not adequate, it shall be the Purchaser's responsibility to make the appropriate correction at his expense to insure the proper draft in venting for the fuel being used.

7. WIRING: Any provision for wiring made in this Agreement shall be applicable only to the wiring so specified. Any changes required by the local building authorities or any other governmental agency, to any other existing wiring to meet the requirements of such building authority or other governmental agency shall be the obligation of the Purchaser. If such work is done by the Seller, it shall constitute an extra to be paid by the Purchaser in accordance with the terms of paragraph 11 below.

8. SPECIAL ORDER PARTS: Purchaser is subject to a restocking charge for any and all special order parts and/or Equipment if the special order is later cancelled by Purchaser.

9. THEFT OR DAMAGE TO EQUIPMENT OR MATERIALS: All equipment and material delivered to the site of the installation shall be the responsibility of the Purchaser. The Purchaser shall provide proper protection against theft or damage to such Equipment and material and shall make payment to Seller for any loss or damage of such Equipment or material.

10. DAMAGE BY OTHER CONTRACTORS: In the event that any Equipment or material delivered or partially installed on the job is damaged by other contractors, such damage shall be the responsibility of the Purchaser and Purchaser shall reimburse Seller for any losses occasioned thereby.

11. SHIPPING COSTS: Purchaser hereby agrees to pay for any and all shipping costs pursuant to this Agreement. This includes, but is not limited to, shipping costs for equipment and/or parts under warranty by either Seller or Manufacturer. Shipping costs are dependent on third party vendors and/or suppliers. Seller has no control over shipping costs and as a result Purchaser will be billed separately for said shipping costs.

12. MAINTENANCE SERVICE ON HEAT EXCHANGER: Due to the time and work involved, routine maintenance service includes only a visual inspection of the heat exchanger. A complete inspection of the heat exchanger requires removal of the unit and is subject to an additional charge by Seller. Purchaser hereby acknowledges and agrees that Seller is not liable for any problems with the heat exchanger not discovered and /or remedied during routine maintenance service.

13. EXTRAS: The following items are the responsibility of the Purchaser and, if performed by Seller, Purchaser agrees to pay for such work on a time and materials basis at Seller's then prevailing rates and prices:

- (A) Structural changes that cannot be determined beforehand or alterations required due to the work of other contractors.
- (B) The cost of temporary wiring necessary to achieve temporary operation of furnaces where the Purchaser or another contractor requires such temporary operation.
- (C) Any alterations or deviations from the specifications covered by the Agreement involving extra expense to the Seller.
- (D) Any other work not specified in this Agreement.

14. GENERAL:

- (A) This written Agreement constitutes the entire agreement between the parties. No oral or written representation, inducements, statement or promises made by or on behalf of a party and not contained herein shall be relied upon or binding.
- (B) Seller shall not be liable in any way for any delay or failure in performance, or for any loss or damage due to any of the following: fires, strikes, labor disputes, embargoes, explosions, power failures or surges, wars, acts of civil or military authorities, acts stemming from governmental requirements, regulations, or priorities; acts of nature; acts of public enemies, inability to secure materials, products, or transportation; acts of omissions of a carrier; or other failures, causes, events or conditions beyond Seller's reasonable control, regardless of whether similar to any of the foregoing.
- (C) If any application or term of this Agreement is held to be unenforceable or invalid for any reason, then the validity of all the remaining applications and terms shall not be affected, and, if generally consistent with the basic purposes of the Agreement, the right or obligations of each of the parties shall be construed and enforced as if the contract did not contain such invalidity.
- (D) Failure to enforce or insist upon compliances with any of the terms of this Agreement shall not constitute a waiver or relinquishment of any such terms, but the same shall remain at all times in full force and effect.
- (E) The headings in this Agreement are for convenience only and are not to be intended to be a part of or to affect interpretation of the terms of this Agreement.
- (F) All workmen employed by Seller in the installation of Equipment shall be covered by Worker's Compensation.

15. ASBESTOS: In the event that asbestos is detected it is the sole responsibility of the property owner to have such materials removed at own expense. In the event asbestos is discovered the contractor holds the right to discontinue work until such material is removed and certified safe to re-enter property.