

Awesome Air HVAC

Mini-Split & Heat Pump Specialists | Massachusetts

Terms and Conditions of Service

Effective Date: May 1, 2025 | Version 3 | Subject to change. Current version governs all work performed.

1. Agreement to Terms

By signing a proposal, authorizing work, or making a deposit payment, the customer ('Customer') agrees to these Terms and Conditions in full. These terms apply to all services provided by Awesome Air HVAC ('Company'), including but not limited to mini-split and heat pump installations, HVAC service and repair, new construction HVAC systems, and maintenance plan memberships.

2. Estimates, Proposals, and Scope of Work

All proposals are based on information available at the time of quotation. Awesome Air HVAC reserves the right to adjust pricing if conditions encountered during the work differ materially from those represented or reasonably foreseeable. Any changes to the agreed scope of work will be communicated to the Customer prior to proceeding, and Customer approval (verbal or written) will be obtained before additional charges are incurred.

Proposals are valid for 30 days from the date of issue unless otherwise stated. Pricing is subject to change after this period due to material cost fluctuations.

3. Payment Terms

Awesome Air HVAC requires a deposit prior to scheduling or ordering materials, with the remaining balance due upon completion of work, before the technician leaves the jobsite.

- **Deposit:** A deposit is required to secure your appointment and cover the cost of materials or equipment ordered on your behalf. Deposit amounts will be noted on your proposal.
- **Final Payment:** The remaining balance is due in full upon job completion. Work will not be considered complete until final payment is received.
- **Late Payments:** Balances unpaid more than 10 days after the completion date may be subject to a late fee of 1.5% per month, or the maximum rate permitted by Massachusetts law.
- **Returned Payments:** A \$35 fee applies to any returned check or failed electronic payment.

4. Cancellations, Rescheduling, and No-Shows

We understand that schedules change. We ask for at least 48 hours' notice for any cancellation or rescheduling. For appointments cancelled or rescheduled with less notice, or where the Customer is not present at the agreed time, Awesome Air HVAC reserves the right to charge a trip and scheduling fee. The applicable fee, if any, will be communicated at the time of booking or confirmed in your service agreement.

Deposits are non-refundable if materials or equipment have already been ordered specifically for your project, or if cancellation occurs within 48 hours of the scheduled start date.

5. Customer Responsibilities

To ensure safe, efficient, and timely completion of work, the Customer agrees to:

- Provide clear, unobstructed access to all areas where work is to be performed, including attics, basements, utility rooms, and outdoor equipment locations.
- Ensure that electrical power, water, and other required utilities are active and accessible at the time of service.
- Provide adequate off-street parking for our service vehicle at or adjacent to the property.
- Disclose any known pre-existing conditions, hazards, or prior damage to the HVAC system or building that may affect the scope of work.
- Ensure that a responsible adult (18+) is present at the property for the duration of the work.

Awesome Air HVAC is not responsible for delays, additional costs, or inability to complete work caused by Customer's failure to fulfill these responsibilities.

6. Warranty

Labor Warranty:

Awesome Air HVAC warrants all labor and workmanship performed for a period of one (1) year from the date of completion. This warranty covers defects resulting directly from our installation or repair work. It does not cover issues caused by customer misuse, unauthorized modifications, lack of maintenance, power surges, acts of nature, or pre-existing conditions.

Equipment & Parts Warranty:

Equipment, parts, and materials installed by Awesome Air HVAC are covered by the respective manufacturer's warranty only. We do not extend additional warranties on equipment or parts beyond what the manufacturer provides. We will assist customers in filing manufacturer warranty claims where applicable, but we are not responsible for manufacturer warranty decisions, parts availability, or processing timelines.

Warranty service must be requested within the applicable warranty period. Warranty claims do not apply to normal wear and tear, consumable components (filters, belts, etc.), or issues arising from customer-performed work or third-party interference.

7. Maintenance Plan Memberships

Maintenance plan memberships ('Plans') provide scheduled preventative maintenance visits and may include additional member benefits as described in your Plan agreement. Plans are offered on an annual basis and renew automatically unless cancelled in writing at least 30 days prior to the renewal date.

- Scheduled visits are subject to availability and will be coordinated with the Customer.
- Plans are non-transferable and apply only to the covered equipment and address listed in the Plan agreement.
- Member discounts and benefits apply only during an active Plan period and cannot be applied retroactively.
- Awesome Air HVAC reserves the right to modify Plan pricing or included services upon 30 days' written notice at renewal.

8. New Construction Projects

For new construction HVAC projects, the scope of work, equipment specifications, and project schedule will be governed by a separate written agreement between Awesome Air HVAC and the builder or general contractor. These Terms and Conditions apply in addition to any project-specific agreement. Awesome Air HVAC is not responsible for delays caused by other trades, construction sequencing changes, permit delays, or site conditions outside of our control. Progress billing may apply to new construction projects as specified in the project agreement.

9. Photo and Documentation Rights

Awesome Air HVAC routinely photographs and documents work performed at Customer properties. This documentation is used for quality control, warranty records, permit compliance, project closeout, and internal training purposes.

By authorizing work, the Customer grants Awesome Air HVAC a non-exclusive, royalty-free license to photograph, record, and document the work performed on their property, including interior and exterior areas relevant to the HVAC installation or service. Awesome Air HVAC may use these photographs and documentation for business purposes including, but not limited to, marketing materials, social media, websites, and portfolio displays. Where photos are used publicly, Awesome Air HVAC will not identify the Customer's personal information or exact address without express written consent.

Customers who wish to opt out of any public use of photos taken at their property must notify Awesome Air HVAC in writing prior to the start of work. Internal documentation for quality and warranty purposes will continue regardless of opt-out status.

10. Right to Subcontract

Awesome Air HVAC reserves the right to subcontract all or any portion of the work described in a proposal or service agreement to qualified, licensed tradespeople or subcontractors. Subcontractors used by Awesome Air HVAC are vetted for licensing, insurance, and workmanship standards. Awesome Air HVAC remains fully responsible to the Customer for all work performed under its agreements, regardless of whether any portion is subcontracted.

The use of subcontractors does not alter the Customer's agreement, pricing, warranty coverage, or any other terms outlined herein. Customers will be notified if a significant portion of their project is to be performed by a subcontractor.

11. Mechanic's Lien Rights

Awesome Air HVAC hereby provides notice that it is entitled to assert mechanic's lien rights under Massachusetts General Laws Chapter 254 for labor, materials, and equipment furnished in connection with improvements to real property. In the event that payment is not received as agreed, Awesome Air HVAC reserves all rights to file a mechanic's lien against the property on which the work was performed.

Filing of a mechanic's lien does not waive any other legal remedies available to Awesome Air HVAC for the collection of unpaid amounts, including but not limited to civil action for breach of contract.

The Customer agrees to pay all reasonable collection costs, including attorneys' fees, incurred in the recovery of unpaid balances.

For new construction and renovation projects, Awesome Air HVAC may file a Notice of Identification or Notice of Contract as required or permitted under M.G.L. Chapter 254 to preserve its lien rights. Property owners and general contractors are advised to verify payment status with Awesome Air HVAC prior to disbursing funds related to any project on which we have performed work.

12. Limitation of Liability

To the fullest extent permitted by applicable law, Awesome Air HVAC's total liability for any claim arising from services rendered shall not exceed the total amount paid by the Customer for the specific service giving rise to the claim. Awesome Air HVAC shall not be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of use, loss of revenue, food spoilage, or property damage not directly caused by our negligence.

13. Property and Site Conditions

Awesome Air HVAC will take reasonable care to protect the Customer's property during the performance of work. We are not responsible for damage to finished surfaces, walls, flooring, or landscaping that is unavoidable as part of the agreed scope of work, or that results from pre-existing structural conditions. Any concerns about property access or finishes should be raised prior to work beginning.

14. Permits and Code Compliance

Where required, Awesome Air HVAC will obtain applicable trade permits for work performed. Permit fees will be included in or added to the project cost. Inspections are scheduled in coordination with local authorities and may affect project timelines. The Customer is responsible for any permits required by other trades or for modifications to the building structure outside our scope.

15. Governing Law and Dispute Resolution

These Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts. Any disputes arising from services provided by Awesome Air HVAC that cannot be resolved informally shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with proceedings conducted in Massachusetts. Each party shall bear its own legal fees and costs unless otherwise awarded by the arbitrator.

16. SMS & Text Message Communications

Awesome Air HVAC may send SMS/text messages to customers for the following purposes: billing notifications, appointment reminders, dispatch notifications, and job completion surveys. The following opt-in methods apply:

Verbal Opt-In:

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Customers may opt in to receive SMS/text messages verbally — either in person at our office or over the phone. When a customer is registered for the first time, staff will request the customer's phone number and ask whether they would like to opt in to SMS-based communications. At the time of opt-in, customers are informed of the following:

- Message and data rates may apply.
- Message frequency may vary.
- Customers may text HELP for support or more information, or STOP to unsubscribe at any time. No further messages will be sent upon opting out.
- Customer phone number and information will not be shared with third parties.

Website / Online Opt-In:

The following disclosure appears on all web forms where customers may submit their phone number:

By submitting this form and signing up for texts, you consent to receive text messages from Awesome Air HVAC at the number provided, including messages sent by autodialer. Consent is not a condition of purchase. Msg & data rates may apply. Msg frequency varies. Unsubscribe at any time by replying STOP or clicking the unsubscribe link (where available) and no further messages will be sent. Reply HELP for help. Information will not be shared with third parties.

17. Entire Agreement

These Terms and Conditions, together with any signed proposal, service agreement, or maintenance plan agreement, constitute the entire agreement between Awesome Air HVAC and the Customer with respect to the services described. No verbal representations or prior agreements shall be binding unless incorporated in writing.

Awesome Air HVAC | Massachusetts | Licensed & Insured

Questions? Contact us before work begins — we're always happy to clarify.