



TRIP FEE ◦ DIAGNOSTIC ◦ MISC. AGREEMENT

Initial Here: **X**

\$_____ For trip charge to arrive at establishment only. If work requested requires technician to diagnose a problem, **additional** cost for diagnostic will be quoted. If repairable, **additional** cost will be quoted for repair. All costs are quoted in advance and will be initialed by client before work is started for each fee. We agree these terms were disclosed in the initial phone call & prior to technician(s) arrival.

We charge and buyer agrees to pay \$_____ Repair fee for each reset, tripped item, bad fuse, bulb, or furnace relight. No Guarantee Technician can find or correct the problem(s).

\$_____ Trip fee will be waived if installation work is accepted. (Emergency service trip fee not waived.)

PA REG. # 2587

Initial Here **X**

I agree to pay for all work, goods, and services received, and hereby further authorize Company and any of their agents the release of my consumer credit report at any time from any reporting credit bureau agency upon demand. A service charge of 1 to 1-1/2% per month (18% per annum) will be charged on all balances 30 days or more past due. PA Consumer Protection #: 1-888-520-6680. **I/we have read and understand the agreements that have been presented above.**

Signature: _____

2600 Brownsville Rd., 2B Rear • Pittsburgh, PA 15227

“YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. IF THE EMERGENCY AUTHORIZATION WAIVER HAS BEEN SIGNED, YOU HAVE WAIVED YOUR RIGHT TO CANCEL.” **№ 31864**
 “Excludes Commercial Transactions.”

Mailing Address & Deliveries:
 500 Regis Avenue #18415 • Pittsburgh, PA 15236
 PA STATE LICENSED ELECTRICAL INSPECTOR # 002891
 Electrical License #04412 • HVAC License #01630

Customer _____

Address _____

Date _____

412 724 412 724
 Phone: _____ Cell: _____

Reason For Service:

Final Pmt. Method: Charge \$: _____ Cash \$: _____

CC #: _____ Exp.: _____ CID #: _____ Auth #: _____

TASK #1:

VOID

INITIALS: _____ TASK #1: \$ _____

TASK #2:

Attory copy

INITIALS: _____ TASK #2: \$ _____

TASK #3:

4/18

INITIALS: _____ TASK #3: \$ _____

Trip Fee: \$ _____	Task #1: \$ _____	* Co. Administrative + Filing Fees \$ _____
Misc. Fees: \$ _____	Task #2: \$ _____	* Donations: \$ _____
Misc. Fees: \$ _____	Task #3: \$ _____	Total Charges: \$ _____

I/WE APPROVE
 Signature: _____ **TOTAL CHARGES \$ _____**
 Sign here if satisfied with work performed and you agree you knew all prices in advance.)

SCAN ME 
 WALDRONELECTRIC.COM 

px. Start Date: Today Apx. Completion Date: Today T.I. _____ TECH: _____

THANK YOU FOR NOT SMOKING . ALL SALES ARE FINAL . NO REFUNDS

WORK ADDRESS

The CUSTOMER does hereby employ the COMPANY to render services and furnish materials hereinafter referred to as WORK for the property described on the face of the CONTRACT, to the extent and kind defined therein. CUSTOMER represents and warrants that he has title to the property to be worked on by the COMPANY and/or is authorized to hire the COMPANY to perform the WORK identified on the face of the CONTRACT. COMPANY agrees to perform the following WORK for and at the request of CUSTOMER as described on the face of the CONTRACT.

PAYMENT

All work is done on a FLAT RATE basis. The price includes materials, labor, and taxes. NO BREAKDOWN WILL BE PROVIDED except for residential only, as required by the PA HICPA, sec. 517.7(a)(9).

The CUSTOMER shall pay to the COMPANY for performance of the WORK and furnishing materials and completion of project subject to additions and deductions as provided therein according to the amount stated on the face of the contract. Payment in full is due at the time of the performance of the work unless otherwise agreed upon in writing and signed by both COMPANY and CUSTOMER.

MATERIALS, SUPPLIES, LIMITED WARRANTY, INSURANCE, AND EXTRA WORK

The COMPANY will furnish all labor, materials, supplies and equipment necessary to perform the services herein described. All materials furnished are subject to manufacturer's warranties. **LABOR AND WORKMANSHIP IS WARRANTED BY COMPANY FOR A PERIOD OF ONE YEAR, AND MATERIALS ARE GUARANTEED IN ACCORDANCE WITH THE MANUFACTURER'S WARRANTIES** or representations whatsoever with respect to the materials or equipment manufactured by others. The parties further agree that no warranties, written or oral, statutory, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply to the equipment or materials except such warranties which may extend from and are solely recoverable against the manufacturer. Further said warranties of COMPANY do not commence until COMPANY has been paid in full for the WORK pursuant to this agreement. We make no guarantees you will have coverage or reimbursement from any insurance company, we do not deal with insurance companies in connections to any of our contracts, no warranties or guarantees on diagnostic work. If it is discovered when diagnosing, there are multiple defects, we reserve the right to charge for additional diagnostic work and/or repair costs. Each diagnostic fee is charged per defect discovered.

If, during the progress of the WORK, the CUSTOMER finds it desirable or necessary to cause the COMPANY to perform additional services and/or any alteration or deviation from the WORK other than that defined in the description of work contained herein or within any separate proposal, such ADDITIONAL WORK must be authorized in writing and detailed in a separate contract describing the ADDITIONAL WORK, the payment amount and terms.

AIR CONDITIONING WORK

IF WE CHARGE, REFILL, OR REPAIR BY ADDING REFRIGERANT TO YOUR EXISTING AIR CONDITIONING SYSTEM, THIS INDICATES THE SYSTEM MAY HAVE A LEAK. THERE IS NO WARRANTY ON THIS TYPE OF REPAIR. WE DO NOT GUARANTEE EXISTING SYSTEMS FOR LEAKS.

CANCELLATION / LIQUIDATED DAMAGES

If the three day rescission period has passed or if the Emergency Work Authorization agreement has been signed authorizing the performance of services by the COMPANY, CUSTOMER may not cancel the Agreement. If CUSTOMER signs this Agreement and CUSTOMER later cancels, in breach of this Agreement, COMPANY shall be entitled to Liquidated Damages in lieu of all other claims and damages as follows:

- (a) If cancellation occurs prior to the start of any work, then COMPANY shall be entitled to twenty-five (25%) percent of the Job Total agreed upon.
- (b) If cancellation occurs when work has commenced and is less than fifty (50%) percent complete, then COMPANY shall be entitled to 50% of the Job Total agreed upon.
- (c) If cancellation occurs when work has commenced and is more than fifty (50%) percent complete, then COMPANY shall be entitled to the entire Job Total agreed upon.

CONFIDENTIALITY CLAUSE

CUSTOMER and COMPANY agree that the within contract is a private and confidential matter and that the terms and conditions of the contract, including the estimates and all pricing shall remain private and confidential and shall not be made public, or given to anyone to make public, INCLUDING THE BETTER BUSINESS BUREAU. Customer also agrees not to file any complaints with the Better Business Bureau, and agrees to attempt to resolve their complaints by contacting COMPANY in writing directly. Should the CUSTOMER breach this confidentiality clause, the CUSTOMER agrees to pay COMPANY liquidated damages equal to the actual amount of damages suffered or two times the contract price, whichever shall be higher. **THE COMPANY MAY ALSO BE AWARDED COUNCIL FEES AND COSTS AS REQUESTED BY COMPANY.**

SPECIAL CONDITIONS

OWNER recognizes and agrees that COMPANY shall not be responsible for any damage to plaster, drywall, or other such surfaces and for paint or other surface coatings affected thereof as a result of conventional repair efforts on the part of the COMPANY or aged or deteriorated wiring, piping, and apparatus.

VENUE

In the event of a conflict and or dispute regarding this contract exclusive jurisdiction for any and all disputes shall be in the Court of Common Pleas of Allegheny County, Pennsylvania. Company reserves the right to initiate any and all litigation which company deems appropriate at Magisterial District Court 05-2-26.

EXCAVATION

In the event excavation is required as part of the WORK, and COMPANY experiences unusual circumstances, such as rock, roots, or frozen earth, that must be removed by other than hand labor, then COMPANY may charge, and CUSTOMER agrees to pay, any additional expenses incurred by COMPANY in completing the excavation necessary to perform the WORK as outlined on the face of the CONTRACT. It is mutually agreed that all landscaping and grass reseeding is to be done by others than COMPANY and at the customer's expense 100%.

*** COMPANY ADMINISTRATIVE + FILING FEES**

The fees being charged to the CONSUMER for this item include but are not limited to any and all costs to the COMPANY for the processing of any and all permits, dealings with utility companies, inspectors and/or inspection processing as well as any and all costs associated with obtaining the necessary paperwork and following up. It also includes, but is not limited to, all administrative costs for scheduling and following up with the permits, inspectors and inspections and can include costs for time necessary to obtain lookup numbers if applicable and handling for processing any necessary clerical items. Administrative costs may also include such things as plan reviews, meetings with inspectors, parking and/or postage, COMPANY administrative labor, etc.

MISCELLANEOUS PROVISIONS

- (a) Attorneys Fees and Costs: If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or it is determined that the CUSTOMER IS IN BREACH OF SAME THEN THE **CUSTOMER ACKNOWLEDGES THAT THE COMPANY WILL SEEK AND MAY BE ENTITLED TO ALL OF ITS ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS IN ADDITION TO ANY OTHER RELIEF TO WHICH THE COMPANY MAY BE ENTITLED.** (a-1) CUSTOMER AGREES TO MAKE DWELLING FULLY ACCESSIBLE. DUE TO LIABILITY, COMPANY DOES NOT MOVE ITEMS.
- (b) OWNER **MAY** be liable for all cost and fees incurred by COMPANY in the collection of outstanding balance due to COMPANY by OWNER.
- (c) Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- (d) Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- (e) Legal Construction: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (f) Assignment: Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by CUSTOMER without the prior written consent of COMPANY. In the event of an assignment by CUSTOMER to which COMPANY has consented, the Assignee or the Assignee's representative shall agree in writing with COMPANY to personally assume, perform, and be bound by the covenants, obligations, and Agreements contained in this Agreement.
- (g) Amendment: This Agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.
- (h) CUSTOMER/BUYER agrees to give the COMPANY the opportunity to rectify any problems, code violations or changes recommended by any authority having jurisdiction before initiating any legal action or initiating any charge back from any credit card or form of payment. In addition, you the buyer agree to permit COMPANY back into your dwelling to finish any work that needs completed, or adjusted, or the buyer shall be in breach of the contract.
- (i) Contractor maintains insurance covering property damage of \$1 million and personal injury insurance coverage of \$1 million.
- * (j) Customer agrees to let COMPANY 100% allocate any donation funds to any business, charity, entity, firm, or/and organization of COMPANY'S choosing.

THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. CUSTOMER HAS READ THIS AGREEMENT AND RECEIVED A COPY. COMPANY IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS AGREED.

I/WE HAVE READ AND UNDERSTAND THE AGREEMENTS THAT HAVE BEEN PRESENTED TO US WITH THIS FORM.

Signature: _____ Signature: _____