



PA License # PA003599 - Phone 610-837-9100 - FaustHeating.com
Office Location: 2186 Community Dr. Bath, PA 18014 (Spring 2023)

FAUST CARE PREMIUM SERVICE PLANS

What's included:

- ✓ Annual maintenance visits are included with no additional fee's.
- ✓ No Diagnostic or trip fee for repair service.
- ✓ Extended service hours available
- ✓ 20% discount on any repairs (Doesn't include heat exchangers, compressors, refrigerant coils, or serialized components)
- ✓ Up to \$600 discount toward system replacement. (See terms for more details) ✓ Two Year guarantee on any repairs made.
- ✓ No labor charges for repair replacing parts covered by factory warranty. (On serialized equipment that we installed)

CHOOSE A PLAN

Annual Single Visit Plans

Cooling Only Plan (Maintenance Window, March-September)

\$230/Yr. Primary system ----- QTY ___ x \$230 = _____
\$90/Yr. each additional system ----- QTY ___ x \$90 = _____
\$45ea for additional ductless indoor units (1st indoor included) ---- QTY ___ x \$45 = _____

Heating Only Plan (Maintenance Window, September-February)

\$230/Yr. Primary system ----- QTY ___ x \$230 = _____
\$90/Yr. each additional system ----- QTY ___ x \$90 = _____
\$45ea for additional ductless indoor units (1st indoor included). QTY ___ x \$45 = _____
\$100 for each oil burner service ----- QTY ___ x \$100 = _____

Bi-Annual Visit, Heating and Cooling Premium Plan

Heating and Cooling Plan

Maintenance Window #1, (Cooling visit, March-September)

Maintenance Window #2, (Heating visit, October-February)

\$390/Yr. Primary system ----- QTY ___ x \$390 = _____
\$90/Yr. each additional system ----- QTY ___ x \$90 = _____
\$45ea for additional ductless indoor units (1st indoor included). QTY ___ x \$45 = _____
\$100 for each oil burner service ----- QTY ___ x \$100 = _____

Annual Plan Total: \$ _____

Monthly installment payments will be billed automatically each month to your credit card or checking in the amount of: _____

Owner Name: _____ Phone: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Site Address: _____ City: _____ State: _____ Zip: _____



I have received a copy of Terms and conditions: Customer Signature _____



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Payment Schedule/Term:

Faust Care Premium Plans (the "Plan") billed monthly via credit card or bank draft, as provided on the Payment Authorization Form, attached as Exhibit A and incorporated by reference in this Agreement. Customer understands and agrees that their payment information will be stored by Faust during the term of this Agreement. Customer understand that twelve (12) monthly payments will be drafted from their stored payment information, as provided in Exhibit A, equaling the total of the annual contract ("Annual Fee"). The Annual Fee will increase by three percent (3%) each year.

The Faust Care Premium plan shall continue for a period of one (1) year and will automatically renew on the anniversary of the date of this Contract unless either party provides written notice of cancellation within thirty (30) days before the end of the term then in effect ("Term"). If Customer cancels any time after scheduled maintenance is completed, or any time during the Term then in effect, the Annual Fee will be drafted pursuant to the terms of Exhibit A for the remainder of the Term.

Additional Fee's

Standard repair fee's plus parts will be billed separately from the Annual Fee for additional work other than scheduled cleaning and check visits as provided under this plan. A 20 percent (20%) discount will be provided and repair items as determined by Faust in its sole discretion (The discount does not include service to heat exchangers, compressors, refrigerant coils, or replacement of serialized components). No additional labor fees will apply for repairs covered under a Factory Parts Warranty on systems installed by Faust. If the covered system needs to be replaced, A line item discount of \$300 per serialized piece of equipment will be applied to works completed and invoiced by Faust (not other contractors). Replacement discount is limited to the following equipment types; Air handlers, furnaces, outdoor condensing units, boilers, water heaters. A SINGLE \$300 DISCOUNT WILL BE applied to each qualifying piece of equipment. Maximum replacement discount is \$600 per contract year. Amount does not accrue from year to year.

If, during the performance of the Plan, the price of the material significantly increases, through no fault of Faust, Owner agrees that the price shall be equitably adjusted by an amount, not to exceed 10% of the initial cost estimate, and reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Faust from the date

of the Contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of Faust, as a result of the shortage or unavailability of any materials necessary for the Work, Contractor shall not be liable for any additional costs or damages associated with such delay(s). The cost of the services to be performed under the Scope of Work shall not be increased over the initial cost estimate plus a 10% increase due to market changes without a written change order signed by the Owner and Faust, which Owner shall not unreasonably withhold from signing.

Faust provides a 10 day grace period in the event Owner is unable to pay a monthly payment installment under the Plan. All past due payments are subject to a 1.5% per month (18% annual) penalty. Contractor

may cease all Work in the event of Owner's failure to make full and timely payment of any payment due according to the Payment Authorization Form.



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Approximate Starting Date and Completion Date

Weather permitting and subject to performance by Faust's subcontractors and other contractors, the approximate starting date of any and all inspections described under the Plan may be scheduled by Owner within thirty (30) days of execution of this Contract (**Exact dates to be determined once the Contract is signed and payment is authorized**) and the approximate completion date is one (1) year from the date of the Contract. Owner agrees to reasonable extensions of both of these dates. If Customer fails to schedule an inspection as described in this Contract, within eleven (11) months from approximate starting date, this Contract will be subject to cancellation at the option of Faust or the Owner but the Annual Fee remains due and owed to Faust under the term then in effect.

Special Order Materials

Any materials special ordered for the Work cannot be returned by Contractor after they have been ordered. Owner is responsible for the cost of these materials, regardless if the specially ordered materials are not used, for any reason. The Contractor reserves the right to delay ordering until Owner's right to cancel has expired.

Change Orders

Added work, special orders and any change in the set of specifications to this Contract must be signed for by both Faust and the Owner(s) as a change order before work can be performed. Payment for added work is to be in advance of work unless cost is unknown. If cost is unknown, work must be authorized in writing and payment must be made upon invoice and completion of added work.

Subcontractors

Contractor may use subcontractors in addition to or in substitution for those initially identified by Contractor. Under no circumstances shall Owner contract for any work with any subcontractor. No subcontractor may agree to any change in the Work on behalf of the Contractor.

Liability Insurance

During the Term of this Contract, Faust, agrees to maintain Worker's Compensation insurance, and liability insurance covering personal injury in an amount not less than \$50,000.00 and insurance covering property damage caused by Faust, in an amount not less than \$50,000.00. As of the date of execution of this Agreement, Faust, has liability insurance covering personal injury in the amount of \$1,000,000.00 and insurance covering property damage caused by Faust, in the amount of \$1,000,000.00

Limitation of Remedies

The maximum aggregate liability of Faust, in connection with this Contract for any and all damages, injury or loss arising from any and all claims related to this Contract, shall be limited to the total amount of the Contract price for products and installation services and in no event shall include consequential or incidental damages regardless of foreseeability. Faust and Owner(s) agree that Faust, will not be liable for



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personal or real property of Owner(s) which is lost, damaged, destroyed, or altered, unless such damage is caused solely by the negligent or intentional act of Faust.

Indemnification

Owner(s) agrees to indemnify and hold Faust, its members, directors, officers, agents and employees, (collectively "Indemnified Parties"), harmless from and against any and all liabilities, claims, suits, damages, judgments, costs and expenses, including reasonable attorneys' fees, (collectively the "Claims") arising out of or in connection with any negligent or intentional acts or omissions of Owner(s), or the representatives, agents or employees of Owner(s); and any claims by third parties against the Indemnified Parties related to the products and services performed hereunder. This indemnification shall survive the termination, for whatever reason, of this Contract.

Collection Costs

If any payment obligation under this Contract is not paid when due, the Owner promises to pay all costs of collection incurred by Faust. This obligation shall survive the termination, for whatever reason, or completion of the Contract.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the Home Improvement Consumer Protection Act and any dispute regarding the terms of this Contract shall be heard exclusively by the Court of Common Pleas of Lehigh County, Pennsylvania, or a Magisterial District Judge in Lehigh County, Pennsylvania. This Contract contains the entire agreement and understanding between the parties including copies of all required notices and may not be altered except in writing, signed by both the Owner and a duly authorized representative of Faust. There are no representations, oral or written, except as set forth herein. This Contract is subject to final approval by Faust within sixty (60) days from signing this Contract by Owner and receipt by Faust.

Permits

Faust, as Owner's agent, shall obtain for the Owner(s) all permits required for the completion of the Work, except, Faust will not acquire any zoning or similar land use permits on behalf of Owner. Owner will be billed by Faust for all permit fees acquired by Faust as an additional service. If the permit cannot be obtained, Contract will be cancelled and deposit refunded. Owner shall be responsible for obtaining any zoning variance changes, land use, or special items required for Contractors performance of the Work and shall pay all costs and fees in connection therewith.

Owner is responsible for scheduling inspections in a timely manner. We do not schedule inspections, but will be present as required or requested. Customer may receive maintenance reminders by email and/or phone. Customers may notify Faust if they do not want phone call reminders.

Utilities

Owner shall provide, at Owner's sole cost and expense, all utilities required for the completion of the Work.



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Release

Owner agrees that Faust may use images from the Work for display, advertising, website, blog and magazine submissions and any other means of promotion of Faust's business. Owner waives any right to payment, royalties or any other consideration for the use of the images. Clients waive the right to inspect or approve the finished product, including written or electronic copy, wherein Owner's likeness appears. Faust is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Owner has or may have by reason of this authorization and release.


Limited Warranty

All labor and materials furnished by Contractor shall be in accordance with the Scope of Work. All labor provided by Contractor shall be performed and provided in a good and workmanlike manner. All materials, appliances, and mechanical equipment that qualifies for the twenty percent (20%) discount are provided solely subject to the manufacturer's warranties and factory parts warranties which shall be provided by Owner to Faust prior to any additional work under this Contract. For a period of 30 Days, following the completion of Work, Contractor shall at Contractor's option, repair, replace, or reinstall any defects in workmanship provided that written notice of any such defect has been provided by Owner to Contractor prior to such date. EXCEPT AS PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER PROMISES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, QUALITY OR OTHERWISE AND CONTRACTOR HEREBY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. OWNER ACKNOWLEDGES THAT CONTRACTOR'S WARRANTY OBLIGATIONS ARE HEREBY LIMITED.

Owner's Right of Rescission/ Notice of Cancellation

Pursuant to the Pennsylvania Unfair Trade Practices Law, (P.L. 1224, No. 387), Owner(s) may rescind (cancel) this Contract and the transaction at any time prior to midnight of the third (3rd) business day after the date of this transaction as is explained on the attached NOTICE OF RIGHT OF OWNER(S) TO RESCIND CONTRACT. Upon rescission of this Contract by Owner(s), Owner(s) shall immediately return all copies of plans, drawings and other materials that have been delivered to Owner(s). Faust, will return any deposit made and Faust, shall have no further obligations under this Contract. Should Owner(s) terminate or cancel this Contract at any time after the first three (3) days after it is signed, Owner(s) forfeits any and all right to amounts paid as liquidated damages and Faust, possesses the right to retain the deposit and pursue other remedies under this Contract. Faust, may cancel this Contract at any time prior to the date of installation prior to the date services are to be provided. Upon cancellation of this Contract by Faust, Faust, shall refund the deposit less any costs and/or expenses actually incurred in the preparation or in relation to the services to be rendered. Any refund due to Owner(s) shall be made within thirty (30) days of the date of cancellation. The official registration number of Faust, can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-800-441-2555. Registration does not imply endorsement.

This Contract is hereby executed on the date written beneath the signature of the Owner(s) below.

Owner Signature:  _____ Date: _____

Owner Signature:  _____ Date: _____



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**TO CANCEL CONTRACT, MAIL THIS COMPLETED FORM TO:
FAUST HEATING & A/C Co. Inc.**

2186 Community Drive, Bath, PA 18014 Telephone: 610-837-9100

**PAOAGHIC NO - PA: 003599 RESIDENTIAL CONTRACT NOTICE OF RIGHT OF OWNER
TO RESCIND CONTRACT**

Pursuant to the Pennsylvania Unfair Trade Practices Law, (P.L. 1224, No. 387) any Owner(s) who signed the Contract with Faust, may rescind (cancel) this transaction, without any penalty or obligation, within three (3) business days from the Date of the Transaction set forth on page three of the Contract.

If you rescind the Contract, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by Faust, of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you rescind the Contract, you must make available to Faust, at your residence in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Faust, regarding the return shipment of the goods at Faust, expense and risk.

If you do make the goods available to Faust, and Faust, does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Faust, or if you agree to return the goods to Faust, and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, you must mail or deliver a signed and dated copy of this notice or any other written document indicating your intention to rescind the Contract to **Faust Heating & A/C Co. Inc.**, 2186 Community Drive, Bath, PA 18014, not later than midnight of the third (3rd) business day following the Date of the Transaction set forth on page three of the Contract.

I (We) hereby cancel this transaction.

Owner Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____



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AUTHORIZATION for PREAUTHORIZED PAYMENTS via ACH

FOR CHECKING ACCOUNT

Checking Deposit Acct Holder Name(s)

Checking Depository Name:

Checking Deposit Account No. _____ ABA Routing No. _____

OR

FOR CREDIT CARD

Credit Card Holder Name(s)

Credit Card Number:

Credit Card Expiration Date: _____ Billing zip code _____ CVVCode _____

.. On the _____ day of each month (1st or 15th) beginning _____, 20____ Faust Heating & A/C Co., Inc., (Faust) and its successors or assigns is hereby authorized and directed to initiate debit entries against my/our account or credit card charges to Faust in an amount equal to the total monthly payment due (including late charges, if applicable) and to apply this amount toward the Plan referenced above.

I understand that the payment amount may change over time in accordance with the terms of the Plan. If such is the case, the Bank is authorized to debit or charge the above listed credit card in the revised payment amount, with or without notice.

My/Our account or credit card will remain subject to its individual terms and conditions, which are not modified by this authorization. I acknowledge that the origination of these transactions must comply with the provisions of U.S. law.

This authorization shall remain in full force and effect until all monetary obligations under the Plan are satisfied or until Faust receives written notice of its termination under the Plan. I will afford the parties a reasonable opportunity to act on the revocation.

Signature of Deposit Account holder _____ DATE: _____

Signature of Deposit Account holder _____ DATE: _____