

## Pro A/V Home Theater, Inc.

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CA Lic. #952761

### General Information Warranties Terms Conditions

**GENERAL PROVISIONS** The client and PRO A/V Home Theater, Inc. (*herein after referred to as Pro A/V*) agrees to proceed on the basis of trust, good faith, and fair dealings. PRO A/V represents and warrants that it has the expertise to carry out the work. PRO A/V will furnish client with a design and quote before commencement of the project.

**SCOPE OF WORK** PRO A/V will furnish client with design, installation, sale and/or dismantling of a home theater system. All of the work is to be completed in a substantial and workmanlike manner according to the standards and practices. Technicians will review the work to be done prior to installation.

**ALL PRODUCTS** and materials are to be paid for prior to installation.

**TERMS OF PAYMENT** a nonrefundable ten percent (10%) of the Project Estimate is due upon a signed agreement of terms between the client and PRO A/V. An invoice will be generated to purchase equipment for the job. Once we receive payment for all equipment, we will place an order for all equipment. Once we receive payment for equipment, we will place an order. Once all equipment is received, we will call to schedule an appointment. The balance on the invoice is due upon completion of the installation. Payments not made within 7 days of completion of installation, PRO A/V shall be deemed late and an additional charge of 1.5%, or a \$50 late fee (whichever is greater), shall be added to the payment due. Client shall be in default if any payment due is not paid within thirty (30) days of due date. Upon default PRO A/V may stop all work and be entitled to recover the full amount due on under the Terms and Conditions. All estimates expire after 30 days and will need to be re-estimated.

Upon receipt of Final Design and Final Estimate, client shall pay upfront for components and product to PRO A/V prior to each phase of the project (pre-wire, fixed components and finish work). Any remaining deposit from home consult and Project Estimate may be used as partial payment.

**NEW HOME CONSTRUCTION** a deposit of 10% is required at the time estimate is accepted. All product will need to be paid in full at the time of ordering for each phase. Installation will be paid at the time of completions of each phase.

<b>Phase I</b>	Pre-Wire, or structured wiring
<b>Phase II</b>	Fixed Components
<b>Phase III</b>	Final, or Finish

Prior to each phase, all product needs to be paid in full before installation. Installation labor will be charged bi-weekly.

**WORK ORDER CHANGES** Work order changes from the original invoice **must be submitted in writing, signed by the client and approved by the installation manager.** Technicians will only complete the work that is listed on the work order. Additional charges may incur with changes starting at \$150 and may relate to situations beyond our control, or unforeseen issues during installation. **Design Changes** desired by a client that deviates from the original bid and/or system design, is likely to cause more difficulties with the systems operation and client may incur more costs and additional changes. Installation labor starts at ninety dollars (\$90) per hour. Programming starts at one-hundred dollars (\$100) depending on system configuration.

**PRODUCT WARRANTY** on defective parts or components within the warranty period are the direct responsibility of the manufacturer, and are not covered under installation/integration warranty for service call unless the equipment was purchased and installed directly by PRO A/V. Installation warranty only applies to the installation that is performed in accordance with any installation requirements of the manufacturer for a period of **90 days** from the day of installation at no additional charge to customer. IT DOES NOT cover damage to product, parts or tampering with equipment caused by a client or anyone other than PRO A/V technicians.

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**NOTICE OF RIGHT TO CANCEL** Client may cancel this transaction, without any penalty or obligation, within 24 hours from the below date. Should customer cancel this transaction after the 24 hour grace period, and after product order has already been made by PRO A/V, customer shall be reimbursed eighty percent (80%) of standard items cost. PRO A/V will not reimburse client for any special order items.

**(OFE) OWNER FIRST EQUIPMENT** and/or NEW COMPONENTS installed by a client. PRO A/V is not responsible for OFE's and/or new components solely installed by a client. List OFE(S):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**TAMPERING OR CHANGES** created with an installed Pro A/V system that have not been pre-authorized, or consulted with Pro A/V, nullifies Pro A/V's responsibility for any problems that arise from a separate party tampering or changing the system, i.e. AT&T, DirecTV, etc. A service call will be billed, if it is required.

**TECHNOLOGY** glitches are to be expected as the system is being fine-tuned.

**UPGRADES AND TECHNOLOGY CHANGES** Products purchased within a year may become outdated due to new technology product improvements. Upgrades might be necessary for a properly working system. We can get everything right on a system, but new technology and components may require more time to completely integrate.

**LIFTING LIMITS** our technicians will not move heavy equipment or furniture over 75 pounds.

**TROUBLESHOOTING** if the system is having problems, please refer to your troubleshooting guide for technical problems first before making a service call. Often it is a simple solution and our guide covers many common problems.

**SERVICE CALLS** after 90 days of the completed installation, a fee will be charged. Fees start at **\$125.00**.

**REFUNDS & RETURNS** are allowed up to 30 days after completed installation. A restocking fee of 25% will be charged. No refund will be given on all special order equipment, programming and installation.

**OTHER**

- Able to replace equipment with another, brand or model
- Electrical work will be billed separately, hourly rate per man
- \$400 retained for design
- Good faith resolutions must be attempted for disputes
- Not responsible for existing data on computer and media servers
- Pro A/V is allowed to use images and pictures of job for promotional purposes
- Time delays due to a client, or contractors, may be invoiced

**I understand the information shared with me about home theater system installation, warranty and miscellaneous information.**

Client Name ( <b>Print</b> )	Client ( <b>Signature</b> )	Date
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Richard Eaton		Date
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