Utah Mechanical Systems, LLC
Doing Business As
Utah Mechanical Heating and Air Conditioning
Ogden, Utah

27 SEP 2026

TERMS OF SERVICE FOR RESIDENTIAL AND COMMERCIAL HVAC/R & PLUMBING SERVICES

FROM: Utah Mechanical Systems, LLC; Doing Business as "Utah Mechanical Heating and Air Conditioning"

SUBJECT: Terms of Use, Conditions, and Service

1. Introduction
Welcome to Utah Mechanical Heating and Air Conditioning ("Company," "we," "our," or "us"). By hiring our services or accessing or using our website www.utahmech.com (the "Site") and our HVAC services (the "Services"), you agree to comply with these Terms of Service ("Terms"). These terms are designed to protect our business, team, and customers from abuse and financial risk. We work hard and expect the same honesty and professionalism from those we serve.

If you do not agree to these Terms, you must not use our Services.

2. Scope of Services

Utah Mechanical Systems provides residential, commercial, and industrial services including, but not limited to:

Heating and air conditioning systems
Refrigeration systems
Boilers and hydronic systems
Ventilation, ductwork, and airflow systems
Controls, thermostats, and automation
General plumbing services
CRAC units, mini splits, and cryogenics
Drain cleaning, snaking, and blockage removal
Water heaters and piping systems
Diagnostic, maintenance, repair, and installation services for homes and commercial/ industrial spaces

Customer Commitment

Utah Mechanical Systems is committed to:

Providing clear, honest recommendations
Offering multiple options when available
Explaining system conditions and repair options in understandable terms
Avoiding hidden fees or unnecessary work
Maintaining open and transparent communication throughout the service process

Our goal is to help you make informed decisions that best fit your needs, property, and budget.

Work will be performed in accordance with generally accepted industry standards and applicable codes to the extent required for the approved scope of work.

3. Pre-Existing Conditions and System Limitations

Customer acknowledges that HVAC and plumbing systems may include:

Aging, corroded, or brittle materials
Improper prior installations or repairs
Code violations or outdated components
Hidden leaks, blockages, or structural issues

These conditions may not be visible during initial inspection and may become apparent only during or after work is performed.

Utah Mechanical Systems is not responsible for pre-existing conditions or issues outside the approved scope of work.

4. HVAC System Design, Sizing, and Airflow Limitations

Customer understands that system performance depends on more than just equipment, including:

Proper system sizing
Ductwork design and condition
Airflow and static pressure
Insulation and building construction
Return air availability and layout

If the system is undersized, oversized, or improperly designed, replacing equipment alone may not resolve comfort or airflow issues.

5. Equipment Replacement Without System Upgrades

If the Customer elects to replace HVAC equipment without recommended upgrades, modifications, or redesign, the Customer acknowledges:

Airflow issues, hot/cold spots, or uneven temperatures may continue
Existing ductwork and system limitations will remain

Additional work may be required for optimal performance

Utah Mechanical Systems does not guarantee improved performance beyond the capabilities of the existing system unless full system corrections are included in writing.

Customer acknowledges that equipment replacement alone may not resolve system performance issues unless full system corrections are performed.

6. Plumbing System Risk Acknowledgment

Customer acknowledges that plumbing systems, especially in older properties, may contain:

Corroded, weakened, or brittle piping
Blockages, buildup, or structural deterioration
Improper installations or previous repairs

Plumbing work, including drain cleaning, snaking, cabling, or pressurizing systems, may place stress on existing components and can result in:

Pipe cracking, separation, or collapse
Leaks becoming visible during or after service
Failure of weakened or compromised piping

These outcomes are often due to the condition of the system rather than the service itself.

Customer acknowledges that failure of compromised piping during service is not, by itself, evidence of negligence.

7. Polybutylene and High-Risk Piping Disclaimer

If polybutylene or other known high-risk piping materials are present, Customer acknowledges:

These materials are prone to sudden and unpredictable failure
Failures may occur at any time, including during or after service
Such failures are not necessarily related to work performed

Utah Mechanical Systems is not responsible for failure of these materials unless directly caused by proven negligence.

8. Assumption of Risk for Plumbing and Mechanical Work

Customer understands and accepts that:

Work performed may reveal or worsen pre-existing issues
Systems may fail due to age, condition, or prior damage
Not all risks can be identified before work begins

Customer agrees to proceed with full understanding of these risks.

9. Performance and Outcome Disclaimer

Utah Mechanical Systems does not guarantee:

Specific temperature results
Perfect airflow or balance
Elimination of all plumbing or drainage issues
Long-term performance of aging systems

unless specifically stated in writing as part of the scope of work.

10. Customer Responsibility and Decision

Customer confirms they have been given the opportunity to:

Approve recommended upgrades or repairs
Decline additional work
Ask questions about risks and expected outcomes

and are making an informed decision regarding how to proceed.

All work is performed based on visible and accessible conditions at the time of service. Hidden defects, pre-existing damage, or unknown conditions may affect results.

11. Pricing and Estimates

All estimates, quotes, and pricing are based on the information available at the time of inspection.

Customer understands that:

Pricing reflects labor, materials, overhead, and market conditions
Estimates are valid for 30 days unless otherwise stated, and pricing may change after that time due to material or market changes.
Additional issues may be discovered during work that require further repair

Utah Mechanical Systems does not negotiate pricing outside of approved promotions or discounts. Customers are free to approve or decline any estimate before work begins.

Diagnostic time, troubleshooting, and service calls are billable regardless of whether a repair is completed. Trip fees and diagnostic fees are earned when the technician is dispatched or arrives,

including when the Customer cancels at the door, no one is present, access is refused, or the Customer declines the repair. After-hours, emergency, weekend, and same-day service may carry additional fees. A diagnostic fee is credited toward an approved repair only when the estimate or invoice says so, and only the Company may waive or credit a fee.

12. Authorization to Proceed

By approving an estimate, signing electronically, or allowing work to begin, the Customer:

Authorizes Utah Mechanical Systems to perform the agreed-upon work
Agrees to pay for all approved services, materials, and labor
Understands that additional work may require further approval

Approval may be given by:

Signature (written or electronic)
Text, email, or verbal confirmation
Allowing work to begin on-site

Customer acknowledges that:

Recommendations have been explained clearly
Options may have been provided when available
They have had the opportunity to ask questions
They understand the risks and benefits of approving or declining work
They are making an informed decision regarding the services performed

Customer confirms they understand the total cost of approved work prior to service being performed.

13. Deposits and Upfront Payments

For larger repairs, installations, or equipment orders values over $500:

A deposit may be required prior to scheduling or beginning work
Deposits are applied toward the total invoice
Special-order or non-returnable equipment may require full or partial prepayment
Special-order or non-returnable equipment may be subject to a restocking fee if service is canceled.

14. Payment Terms

Customer agrees that:

Payment is due upon completion of services unless otherwise agreed in writing

Payment is not contingent on third-party reimbursement, including warranties, insurance, or property/facility management arrangements
The Customer (property owner) remains responsible for full payment regardless of third-party involvement

Extended payment terms such as Net 10, Net 30, or Net 60 may be offered to approved commercial accounts when agreed to in writing prior to service.
The Company may require a deposit, a payment method on file, or prepayment before scheduling or beginning work. If payment is not made at completion, the Customer authorizes the Company to charge any payment method on file for the balance and any fees due under these Terms (see Sections 18.5 and 20.1).
Payment is not complete until funds clear. If a check, card payment, or transfer is later returned, reversed, or charged back, the balance remains owed under Sections 16 through 18.

Accepted payment methods may include cash, card, financing, or electronic payment platforms.
*3% convenience fee applies to all electronic payments, including ACH, debit card, credit card, and “Link” purchases made through our online payment portal.
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15. Change Orders and Additional Work

During service, additional issues may be discovered that were not visible during the initial inspection.

Customer acknowledges:

Additional work may be required to safely and properly complete the job
Approval will be requested for additional charges beyond the original estimate when feasible
Declining necessary repairs may result in incomplete or temporary solutions

In situations where immediate action is required to prevent further damage, safety risk, or system failure, Utah Mechanical Systems may perform necessary work without prior approval, and such work will be billable.

16. Non-Payment and Default

Failure to pay for completed and approved services constitutes a default under these Terms.

In the event of non-payment, Utah Mechanical Systems may:

Suspend or refuse future service
Apply late fees or interest as permitted by law
Pursue collections or legal remedies
File liens or enforce security interests where applicable

Customer agrees to be responsible for reasonable costs associated with collection of unpaid balances, including administrative and legal expenses where permitted.

If work is stopped due to customer request, non-payment, unsafe conditions, lack of access, or interference, the Customer remains responsible for all labor, materials, and costs incurred up to that point.

17. Late Payment, Default, and Enforcement

17.1 Late Fees and Interest

Invoices not paid when due may be subject to:

A late fee applied to the outstanding balance
Interest on unpaid balances at a rate of up to 18% annually, or the maximum allowed by law

Interest will continue to accrue until the balance is paid in full.

17.2 Default

The following constitute default under these Terms:

Failure to pay when due
Reversed or returned payments
Chargebacks after services have been performed
Refusal to allow completion of approved work
Interference with recovery of unpaid Equipment
17.3 Acceleration of Balance

Upon default, Utah Mechanical Systems may declare the entire remaining balance immediately due and payable, including all labor, materials, fees, and applicable charges.

17.4 Collection and Legal Action

Utah Mechanical Systems may pursue all lawful remedies to recover unpaid balances, including:

assignment to a collection agency
filing a mechanic's lien
enforcement of security interests or UCC rights
legal action in small claims or district court

17.5 Collection Costs

Customer agrees to be responsible for reasonable costs of collection, including:

administrative fees

collection agency fees
court costs
attorney’s fees where permitted by law

17.6 Equipment Recovery and Enforcement

In the event of non-payment, Utah Mechanical Systems may enforce its rights to recover, disable, or remove Equipment as permitted under these Terms and applicable law.

17.7 Returned or Reversed Payments

Any returned, declined, or reversed payment may:

be treated as immediate default
trigger applicable fees and enforcement actions
require immediate alternative payment

17.8 No Waiver of Rights

Acceptance of partial or late payment does not waive Utah Mechanical Systems’ right to enforce these Terms or pursue full recovery.

Utah Mechanical Systems reserves the right to pursue all appropriate legal remedies, including law enforcement involvement where applicable.

18. Chargebacks, Payment Disputes, Stored Payment Authorization, and Home Warranty Payment Responsibility

18.1 Customer Obligation to Contact Company Before Disputing Payment

The Customer agrees to contact Utah Mechanical Systems, LLC promptly regarding any billing concern, service concern, invoice dispute, warranty concern, or payment issue before initiating any chargeback, ACH reversal, payment dispute, bank dispute, credit card dispute, or other payment reversal.

Utah Mechanical Systems will make reasonable efforts to investigate and resolve legitimate concerns in good faith.

18.2 Chargebacks and Payment Disputes

The Customer acknowledges that filing a chargeback, payment dispute, ACH reversal, refund request, or other payment challenge does not automatically cancel, reduce, or satisfy the Customer's underlying obligation to pay for services rendered, labor performed, diagnostic time, materials supplied, Equipment delivered, travel time, permit costs, approved Change Orders, or any other amounts lawfully owed under these Terms.

A claim that services caused damage to property, or that results did not meet expectations, does not by itself cancel, reduce, or delay what the Customer owes for services performed, labor, materials, or diagnostic time. Such concerns are resolved under the process in Section 18.1.

Completed services, diagnostic time, labor performed, and materials consumed are non-refundable once rendered unless otherwise required by law.

18.3 Fraudulent or Improper Chargebacks

The Customer agrees not to initiate a chargeback or payment dispute for services, labor, diagnostic work, materials, Equipment, travel time, permits, homeowner contributions, deductibles, upgrades, code-required work, or other charges that were properly authorized, performed, delivered, approved, accepted, or documented.

Nothing in this section prevents a Customer from reporting actual fraud, unauthorized transactions, duplicate billing, or legitimate billing errors.

18.4 Returned Payments, Chargeback Fees, and Administrative Costs

Any returned payment, reversed payment, declined payment, ACH reversal, stop payment, or chargeback may constitute default under these Terms.

The Customer shall be responsible for:

• the original unpaid balance;
• chargeback fees equal to the greater of $35 or the actual fee charged by the payment processor, bank, merchant processor, or financial institution;
• reasonable administrative costs associated with responding to and processing the dispute;
• collection costs permitted by law;
• court costs and attorney fees where recoverable by law or contract;
• any fees assessed by Stripe, PayPal, merchant processors, banks, financing companies, or third-party payment providers as a result of the dispute.

18.5 Stored Payment Method Authorization

The Customer authorizes Utah Mechanical Systems, LLC to securely retain and use any payment method voluntarily provided by the Customer in connection with services provided under these Terms.

The Customer further authorizes Utah Mechanical Systems, LLC to charge any payment method on file for:

• unpaid invoices;
• unpaid balances;
• approved Change Orders;
• diagnostic fees;
• labor charges;
• material charges;

• Equipment charges;
• permit fees;
• inspection fees;
• homeowner contributions;
• deductibles;
• code upgrade charges;
• warranty labor charges not covered by a third party;
• return visit fees;
• cancellation fees;
• administrative fees authorized under these Terms;
• returned payment fees;
• chargeback fees; and
• any other amount lawfully owed under these Terms.

18.6 Reprocessing of Reversed or Disputed Payments

If a payment is reversed, charged back, returned, refunded, disputed, revoked, or otherwise withdrawn after services have been performed or Equipment has been delivered, the Customer authorizes Utah Mechanical Systems, LLC to re-submit or re-process payment for the unpaid amount together with any applicable fees permitted under these Terms and applicable law.

The Customer acknowledges that this authorization is intended solely for collection of legitimate unpaid obligations and shall not be interpreted to authorize charges not otherwise owed under these Terms.

18.7 Home Warranty, Extended Warranty, and Third-Party Payment Responsibility

The Customer acknowledges and agrees that any homeowner contribution, non-covered charge, deductible, upgrade cost, code upgrade cost, permit fee, out-of-pocket expense, diagnostic charge, labor charge, travel charge, or any other amount not paid directly by a home warranty company, extended warranty company, insurance company, or other third-party payor remains the sole responsibility of the Customer.

Any dispute, delay, denial, reduction, non-payment, reimbursement issue, claim rejection, claim limitation, claim transfer, contractor reassignment, warranty company decision, or disagreement between the Customer and a home warranty company does not reduce, delay, eliminate, or excuse the Customer's obligation to pay Utah Mechanical Systems in full.

The Customer acknowledges that Utah Mechanical Systems is not responsible for decisions made by home warranty companies, insurance carriers, or third-party administrators and does not guarantee coverage, reimbursement, approval, claim acceptance, or payment by any third party.

18.8 Documentation of Services Performed

The Customer agrees that invoices, estimates, work orders, service records, technician notes, photographs, videos, text messages, emails, electronic communications, payment records, digital signatures, recorded approvals, completion forms, inspection reports, and other business records maintained by Utah Mechanical Systems constitute competent evidence of:

• services performed;
• Equipment delivered;
• Customer authorization;
• project completion;
• Customer acceptance;
• amounts owed.

For installations, replacements, major repairs, and projects designated by Utah Mechanical Systems, the Customer may be asked to sign a Work Completed and Operational Verification Form acknowledging completion of work and system operation at the time of service.

Refusal to sign such form does not invalidate the work performed. Photographs, videos, meter readings, startup reports, service records, and technician documentation may be used as evidence of completion and acceptance.

18.9 Photographic and Video Evidence

The Customer acknowledges and agrees that Utah Mechanical Systems may create and retain timestamped photographs and videos before, during, and after service.

Such documentation may be used for:

• job verification;
• quality assurance;
• warranty support;
• manufacturer claims;
• billing support;
• proof of delivery;
• proof of installation;
• proof of completion;
• dispute resolution;
• collection efforts;
• legal proceedings;
• lien enforcement;
• chargeback defense;
• warranty claim defense.

The Customer agrees that such records may be relied upon as evidence of services rendered, Equipment delivered, and work completed.

18.10 Collection and Recovery Rights

If a chargeback, payment dispute, returned payment, or payment reversal results in an unpaid balance, Utah Mechanical Systems may pursue any remedy available under these Terms or applicable law, including:

• collection activity;
• mechanic's lien rights;

• legal action;
• recovery of attorney fees where permitted;
• recovery of court costs where permitted;
• reporting delinquent accounts as permitted by law; and
• any other lawful collection remedy.

18.11 Survival

The provisions of this Section shall survive completion of services, cancellation of services, warranty claims, insurance claims, home warranty claims, termination of the business relationship, transfer of property ownership, and final completion of the project.

19. Customer Conduct and On-Site Authority

Utah Mechanical Systems maintains a professional and safe working environment.

If a Customer:

Attempts to pressure technicians into unauthorized work or pricing changes
Becomes disruptive, aggressive, or unsafe
Interferes with the performance of work

Utah Mechanical Systems reserves the right to:

Stop work immediately
Leave the job site
Charge for work performed up to that point
Refuse future service

Utah Mechanical Systems reserves the right to refuse or discontinue service at any time due to safety concerns, non-payment, abusive conduct, unsafe conditions, or any situation that prevents proper completion of work.

20. Payment Responsibility

The individual requesting or approving service represents that they are:

The property owner, or
Authorized to approve and be financially responsible for the work

Payment responsibility is not dependent on internal arrangements between owners, tenants, contractors, or third parties.

Customer may not assign or transfer responsibility for payment to another party without written approval from Utah Mechanical Systems.

20.1 Stored Payment Method Authorization

The Customer authorizes Utah Mechanical Systems, LLC to securely retain and use any payment method voluntarily provided by the Customer for payment of amounts owed under these Terms.

This authorization applies to any unpaid balance arising from services requested by the Customer, including labor, materials, Equipment, approved Change Orders, diagnostic fees, trip charges, cancellation fees, administrative fees, permit fees, warranty labor not covered by a third party, returned payment fees, chargeback fees, collection costs, and any other amounts due under these Terms.

If a payment is declined, reversed, disputed, charged back, refunded, returned, or otherwise fails after services have been provided or Equipment has been delivered, the Customer authorizes Utah Mechanical Systems, LLC to charge the payment method on file for the outstanding amount owed, together with any applicable fees expressly permitted by these Terms and applicable law.

The Customer acknowledges that a chargeback, dispute, reversal, refund request, or payment processor decision does not eliminate the Customer's obligation to pay for services performed, labor provided, Equipment delivered, materials consumed, or other amounts lawfully owed under these Terms.

The Customer agrees that Utah Mechanical Systems, LLC may rely upon this authorization without obtaining additional approval for each subsequent charge related to the same project, service request, invoice, unpaid balance, default, chargeback, or collection effort.

This authorization shall remain in effect until all amounts owed to Utah Mechanical Systems, LLC have been paid in full and shall survive completion of the work, cancellation of services, warranty claims, insurance claims, home warranty claims, litigation, collection efforts, and termination of the parties' business relationship.

The Customer agrees that electronic signatures, digital approvals, online submissions, payment of invoices, acceptance of estimates, text message approvals, email approvals, recorded verbal approvals, and acceptance of services constitute valid authorization under this section.

Utah Mechanical Systems, LLC reserves all rights and remedies available under these Terms and applicable law, including collection actions, mechanic's lien rights, UCC remedies, recovery of attorney fees where permitted, and other lawful collection remedies.

21. Retention of Title, Security Interest, and Fixture Filing

21.1 Retention of Title

All equipment, materials, parts, and components (“Equipment”) furnished, delivered, or installed by Utah Mechanical Systems remain the property of Utah Mechanical Systems until paid in full, including all labor, fees, interest, and collection costs. Ownership transfers only upon full payment.

Partial payment does not transfer ownership or limit Utah Mechanical Systems’ rights to recover unpaid Equipment.

21.2 Security Interest (PMSI)

Customer grants Utah Mechanical Systems a purchase money security interest (PMSI) in all Equipment provided, including any replacements, proceeds, or related components, to secure payment of all amounts owed.

21.3 Authorization to File UCC-1

Customer authorizes Utah Mechanical Systems to file UCC-1 Financing Statements and Fixture Filings as needed to protect its interest in the Equipment, without further consent.

21.4 Fixture Filing Authorization

Customer acknowledges that installed Equipment may become a fixture under Utah law and authorizes Utah Mechanical Systems to file a fixture filing in the applicable county.

21.5 Protection of Equipment

Until paid in full, Customer agrees not to remove, alter, damage, conceal, or tamper with any Equipment. Doing so constitutes a default under these Terms.

21.6 Access for Inspection or Recovery

In the event of non-payment or default, Customer grants Utah Mechanical Systems the right, with reasonable notice and in compliance with law, to access the property to inspect, disable, or recover unpaid Equipment.

Customer agrees to provide reasonable access for recovery and waives any claim of trespass for lawful enforcement of these Terms.

21.7 Default Remedies

Upon default, Utah Mechanical Systems may pursue all lawful remedies, including repossession, legal action, and enforcement of security interests.

21.8 No Waiver of Rights

Failure to enforce any right does not waive the ability to enforce it later.

22. Third-Party Payment and Property Owner Responsibility

22.1 Customer Responsibility for Payment

Payment for services is the responsibility of the Customer, regardless of any involvement by third parties such as insurance companies, warranty providers, property managers, contractors, or tenants.

22.2 Reimbursement Responsibility

Customer is solely responsible for seeking reimbursement from any third party unless otherwise agreed in writing. Utah Mechanical Systems does not guarantee claim approval or payment timelines.

22.3 Third-Party Delays or Denials

Delays, denials, or partial payments from third parties do not reduce or delay the amount owed.

22.4 Property Owner Responsibility

Services performed improve the property. The property owner is ultimately responsible for payment, regardless of who requested or approved the work.

22.5 Lien and Security Rights

Utah Mechanical Systems retains full lien rights and security interests on unpaid work, regardless of third-party involvement.

22.6 Authorization Responsibility

Any person requesting service represents they are authorized to approve work and accept financial responsibility.

22.7 Protection Against Liens and Civil Action

Notice is hereby provided, in accordance with Section 38-11-108 of the Utah Code, that under Utah law an owner may be protected against liens being maintained against an owner-occupied residence, and from other civil action being maintained to recover monies owed for qualified services performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met: (1) (a) the owner entered into a written contract with an original contractor; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than $5,000. An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing.

23. Limitation of Liability

To the fullest extent permitted by law, Utah Mechanical Systems is not liable for indirect, incidental, or consequential damages, including but not limited to:

Loss of heating, cooling, or plumbing function
Water damage resulting from system failure
Property damage caused by pre-existing conditions
Loss of use, inconvenience, or business interruption

If liability is established, it shall not exceed the amount paid for the specific service performed.

24. Pre-Existing Conditions

Utah Mechanical Systems is not responsible for:

Failures caused by aging, worn, or deteriorated systems
Improper installations or repairs performed by others
Code violations or unsafe conditions existing prior to service
Hidden defects not visible during inspection

Any issues discovered outside the scope of work will be addressed only if approved as additional work.

25. Plumbing and Drain Work Risk

Customer acknowledges that plumbing and drain services involve inherent risk.

Utah Mechanical Systems is not responsible for:

Pipe failure during drain cleaning, snaking, or cabling
Collapse of deteriorated, corroded, or weakened piping
Leaks that appear after restoring flow or pressure
Additional repairs required due to underlying system condition

These outcomes are commonly the result of the condition of the system rather than the service itself.

26. Polybutylene and High-Risk Materials

If polybutylene or similar high-risk piping materials are present:

Failure may occur without warning
Failure may occur during or after service
Such failures are not necessarily caused by work performed

Utah Mechanical Systems is not responsible for failure of these materials unless directly caused by proven negligence.

27. Customer-Requested or Limited Repairs

If the Customer:

Declines recommended repairs or upgrades
Requests temporary, partial, or minimal repairs

then:

Work is performed as-is
No guarantee is made regarding performance or longevity
Utah Mechanical Systems is not responsible for future failures, damage, or additional repairs resulting from those decisions

28. Customer Responsibility to Protect Property

Customer is responsible for:

Removing or protecting personal property near work areas
Providing safe and clear access to equipment
Securing pets and ensuring a safe working environment

Utah Mechanical Systems is not responsible for damage to items left in or near active work areas.

29. No Liability for Conditions Outside Control

Utah Mechanical Systems is not responsible for issues caused by:

Power outages or electrical irregularities
Structural or building-related deficiencies
Weather, environmental conditions, or external damage
Manufacturer defects or delays

Customer agrees to indemnify and hold harmless Utah Mechanical Systems from any claims, damages, or liabilities arising from customer-provided information, customer decisions, declined recommendations, or conditions outside the scope of work.

Utah Mechanical Systems is not responsible for incidental damage necessary to access, diagnose, repair, or replace equipment, including reasonably necessary or incidental damage associated with accessing, diagnosing, or performing the work, unless caused by negligence.

Utah Mechanical Systems is not responsible for delays caused by material availability, manufacturer delays, weather, scheduling constraints, or conditions outside its control.

29.1 General HVAC Services Waiver, Release of Liability, and Customer Acknowledgment
HVAC systems may contain hidden defects, improper design, airflow restrictions, aging components, prior damage, or installation issues that may not be visible or discoverable prior to work. Any HVAC service may expose or worsen these pre-existing conditions.
Customer understands and accepts that HVAC services, including but not limited to diagnostic testing, refrigerant adjustments, component replacement, electrical work, airflow adjustments, or system operation, are performed as an attempt to diagnose, repair, or improve system performance, and that results are not guaranteed.
Customer acknowledges that system performance depends on multiple factors beyond the equipment itself, including but not limited to ductwork design, airflow, insulation, system sizing, and overall system condition. Repairs or equipment replacement may not resolve all performance, comfort, or efficiency issues.
Customer further acknowledges that HVAC systems may fail during or after service due to age, wear, contamination, or pre-existing conditions, and that such failures are not necessarily related to the work performed.
Customer knowingly and voluntarily assumes all risks associated with the condition of the HVAC system and agrees that these risks are inherent to the work being performed.
To the fullest extent permitted by law, Customer agrees to release and hold harmless Utah Mechanical Systems, its owners, employees, and contractors from any and all claims, damages, or losses arising from pre-existing conditions, system limitations, or issues revealed or worsened during service, whether occurring before, during, or after service.
Customer agrees to indemnify and hold harmless Utah Mechanical Systems from any claims or legal actions arising from the condition of the HVAC system or the performance of authorized work, except in cases of proven negligence or willful misconduct.
Utah Mechanical Systems makes no guarantee regarding the condition, performance, or longevity of existing HVAC systems and is not responsible for failures of components not replaced or repaired.

29.2 General Plumbing Services Waiver, Release of Liability, and Customer Acknowledgment
Plumbing systems may contain hidden defects, deterioration, corrosion, improper installation, or prior damage that may not be visible or discoverable prior to work. Any plumbing service may expose or worsen these pre-existing conditions.
Customer understands and accepts that plumbing services, including but not limited to drain cleaning, snaking, cabling, augering, hydro jetting, operating valves, disassembly, reconnection, or pressurization of systems, may result in pipe failure, leaks, breaks, collapse, or additional damage due to the condition of the existing system.
Customer acknowledges that such outcomes may occur during service, immediately after, or at a later time.
Customer knowingly and voluntarily assumes all risks associated with the condition of the plumbing system and agrees that these risks are inherent to the work being performed.
To the fullest extent permitted by law, Customer agrees to release and hold harmless Utah Mechanical Systems, its owners, employees, and contractors from any and all claims, damages,

or losses arising from the failure of existing plumbing systems, pre-existing conditions, or issues revealed or worsened during service, whether occurring before, during, or after service.
Customer agrees to indemnify and hold harmless Utah Mechanical Systems from any claims or legal actions arising from the condition of the plumbing system or the performance of authorized work, except in cases of proven negligence or willful misconduct.
Utah Mechanical Systems makes no guarantee regarding the condition or longevity of existing plumbing systems and is not responsible for failures of components not replaced or repaired.
30. Access and Safety Conditions

If safe access is not available, Utah Mechanical Systems may:

Delay or refuse service
Reschedule the appointment
Charge applicable trip or labor fees

Utah Mechanical Systems is not responsible for delays or incomplete service caused by restricted or unsafe access.

31. No-Show, Cancellation, and Rescheduling Fees
The Customer agrees that by booking an appointment, the Customer authorizes Utah Mechanical Systems, LLC to charge the payment method on file for cancellation and no-show fees as set forth in this Section.

The following fees apply:

Cancellation Fee: $99.00 - applies when (a) a Customer cancels an appointment at the door after the technician has arrived, (b) a Customer cancels an appointment after parts have been ordered specifically for the Customer's project, or (c) an appointment is missed without notice (a "no-show").
Rescheduling Fee: $29.00 - applies when a Customer reschedules an appointment at the door after the technician has arrived.
Special-order parts that cannot be returned to the supplier will be charged in full to the card on file, even if the work is canceled before installation.
A return trip, rescheduling fee, cancellation fee, or additional charges may apply if the Customer, occupant, or any third party creates an unsafe, unsanitary, threatening, or hostile work environment that prevents the technician from safely performing the work, including but not limited to aggressive behavior, threats, harassment, uncontrolled animals, biohazards, excessive human or animal waste, illegal activity, unsafe structural conditions, or any other condition the technician reasonably determines poses a safety risk.
Scheduled appointment times are reserved at the time of booking. Because booking a service appointment reserves a technician's time, the fees in this Section compensate Utah Mechanical Systems for lost technician time, travel, and administrative costs.

Nothing in this section limits any cancellation right the Customer has under applicable law.
32. Labor Warranty

Utah Mechanical Systems provides:

1-year labor warranty on new installations
30-day labor warranty on repair services

This warranty covers defects in workmanship only.

33. Warranty Exclusions

Warranty does not cover issues caused by:

Pre-existing system conditions
Improper installation by others
Lack of maintenance
Dirty filters, coils, or blocked airflow
Drain line clogs due to debris or buildup
Power surges or electrical issues
Environmental damage (flooding, freezing, pests, etc.)
Customer misuse or system tampering

No other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, are provided unless stated in writing.

34. Customer Maintenance Requirements

To maintain warranty coverage, Customer agrees to:

Replace or clean filters regularly
Maintain proper airflow and clearances
Keep outdoor equipment free of debris
Follow basic system care instructions

Failure to maintain the system may void the warranty.

35. Manufacturer Warranty

Equipment and parts may carry manufacturer warranties.

Utah Mechanical Systems is not responsible for:

Manufacturer processing delays
Denied claims
Warranty limitations set by the manufacturer

36. No Warranty on Customer-Supplied Equipment

Any work performed on customer-supplied parts or equipment is:

Performed as-is
Not covered under labor warranty

37. Warranty Void Conditions

Warranty is void if:

Work is modified or altered by others
Unauthorized repairs are performed
System is used improperly or outside intended conditions

37.1 Suspension or Termination of Warranty Service

Utah Mechanical Systems reserves the right to suspend or terminate future warranty service obligations if the Customer:

• initiates a chargeback, payment reversal, ACH reversal, or payment dispute relating to the project or services covered by the warranty;

• fails to maintain the account in good standing;

• refuses to pay amounts lawfully owed under these Terms;

• interferes with, prevents, or refuses reasonable access required to inspect, diagnose, or perform warranty service;

• engages in abusive, threatening, harassing, or unsafe conduct toward Company personnel;

• files knowingly false claims regarding services performed, Equipment installed, or amounts owed; or

• materially breaches these Terms.

If a payment dispute, chargeback, or other default is resolved in favor of Utah Mechanical Systems and all amounts owed are paid in full, Utah Mechanical Systems may, at its sole discretion, reinstate warranty coverage for the remainder of the original warranty period.

Nothing in this section shall limit any rights or remedies otherwise available to Utah Mechanical Systems under these Terms or applicable law.

38. Refrigerant and Consumables

Refrigerant and similar materials are considered consumables and are not covered under warranty once installed.

39. Warranty Service Conditions

Warranty service:

Applies only to the original scope of work
Requires account to be in good standing
Will be scheduled during normal business hours unless otherwise agreed

40. Performance Disclaimer

Utah Mechanical Systems does not guarantee:

Specific energy savings
Perfect temperature balance
Exact airflow performance

unless explicitly stated in writing.

41. Prohibited Sealant Products

Utah Mechanical Systems does not use, recommend, or endorse any refrigerant sealant or leak stop products, including but not limited to:

Leak Seal, SealX, Proseal, Super Seal
AC Leak Freeze, Leak Saver
UV dye sealants or internal sealants
Any similar chemical additives marketed as leak repair solutions

42. Disclosure Requirement

Customer agrees to disclose if any sealant or leak stop product has ever been used in the system.

Failure to disclose may:

Affect the accuracy of diagnosis
Result in additional labor or system damage
Void any applicable warranty

43. Service Limitations on Contaminated Systems

Utah Mechanical Systems may:

Decline to service systems containing sealants
Refuse to connect gauges or diagnostic tools
Recommend alternative solutions, including system replacement

44. No Warranty on Affected Systems

Any system that has had leak stop or sealant products introduced is:

Not eligible for labor warranty
Not eligible for performance guarantees
Serviced on a best-effort basis only

45. Risk Acknowledgment

Customer understands that sealant products may:

Damage compressors, valves, and internal components
Restrict refrigerant flow
Contaminate the system and make proper repair difficult or impossible

If the Customer chooses to proceed with repairs on such a system, they accept all risks, including potential failure of new or existing components.

46. Damage to Company Equipment

If sealant contamination damages Utah Mechanical Systems' tools or equipment during service, the Customer may be responsible for reasonable repair or replacement costs.

47. Recommended Resolution

Utah Mechanical Systems may recommend full system replacement when sealant contamination is present to ensure safe and reliable operation. Utah Mechanical Systems may decline to connect gauges or perform diagnostic testing on systems known or suspected to contain sealants.

48. Governing Law, Dispute Resolution, and Arbitration

These Terms and any services performed by Utah Mechanical Systems shall be governed by and interpreted in accordance with the laws of the State of Utah. The Customer agrees to contact the Company first, using the contact information in Section 53, and to allow a reasonable opportunity to resolve any concern informally before starting formal action. The Customer also agrees to notify the Company of any claimed workmanship issue or alleged property damage within 30 days of discovery, and to give the Company the opportunity to inspect and correct the work before another company modifies, repairs, or replaces it. Warranty and correction rights under these Terms are conditioned on that notice and opportunity. Except as provided in the arbitration agreement below, any legal action arising out of or relating to these Terms or the services shall be brought in the state or federal courts located in Weber County, Utah, and the Customer consents to venue and personal jurisdiction there.

Dispute Resolution and Arbitration

The Customer and the Company agree that, to the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to these Terms, the services, or the relationship between the parties (a Dispute) will be resolved by binding arbitration on an individual basis, rather than in court. Either party may bring an individual claim in small claims court, and either party may ask a court to compel arbitration, to stay a proceeding pending arbitration, or to confirm or enforce an arbitration award. The parties acknowledge that this agreement involves interstate commerce and that the Federal Arbitration Act governs its interpretation and enforcement.

Arbitration will be conducted in Weber County, Utah, before a single arbitrator, unless the parties agree on another location, and will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Payment of arbitration filing and administrative fees is governed by the AAA Consumer Arbitration Rules. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

The Customer and the Company each waive the right to a trial by jury and the right to participate in a class action, class arbitration, or any other representative proceeding. Arbitration will proceed on an individual basis only, and no arbitration may be consolidated or joined with another without the consent of all parties.

If any part of this arbitration agreement is found invalid or unenforceable, the rest will remain in effect, except that if the waiver of class or representative proceedings is found invalid or unenforceable, then this entire arbitration agreement is null and void and disputes will be resolved in court, subject to the venue and jurisdiction sentence above.

49. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

50. Entire Agreement

These Terms, together with any approved estimates, invoices, or written agreements, constitute the entire agreement between Utah Mechanical Systems and the Customer. These Terms are made available prior to or at the time of service, and the Customer is responsible for reviewing them.

No verbal statements or prior agreements shall modify these Terms unless confirmed in writing.

Key terms related to payment, liability, and risk have been summarized during the service process where applicable.

Maintenance plans, service agreements, and other written agreements have their own terms. If a maintenance plan agreement conflicts with these Terms, the plan agreement controls for the services it covers.

51. Modifications to Terms

Utah Mechanical Systems reserves the right to update or modify these Terms at any time.

Updated Terms will apply to future services and may be provided electronically, on estimates, invoices, or through the company website.

52. Acceptance of Terms

By requesting service, approving an estimate, signing electronically, or allowing work to begin, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms.

Text Message Communications
By providing a phone number, the Customer agrees that the Company may send service-related text messages about appointments, dispatch, completion, and billing. Message and data rates may apply, message frequency varies, and the Customer may reply STOP to opt out at any time. Consent to text messages is not a condition of service.

53. Contact Information

Utah Mechanical Heating and Air Conditioning
801-797-3737
UtahMechanicalSystems@gmail.com
www.utahmech.com