This Contract (“Contract”) for Heating, Ventilation and Air Conditioning (“HVAC”) or plumbing services (“Services”), is made effective as of the Customer Signature date on the front page of the attached Contract, by and between CPT Mechanical Services LLC (“CPT” or “us” or “we”), a Pennsylvania Limited Liability Corporation with offices at 104 East Vine Street, Fleetwood Borough, Berks County, Pennsylvania and customer (“Customer” or “you”) identified on the front page of the attached Contract, concerning services at the “Job Location” address on the front page of the attached Contract.

1. SCOPE OF WORK: CPT will perform the Services described in Scope of Work section on the attached Form at the identified “Job Location”.
2. SITE CONDITIONS: Customer acknowledges that this Contract is based on our observations of conditions upon the Job Location that were reasonably notable by visual inspection. You or we could identify hidden conditions not readily observable when developing the Scope of Work. We will notify you of additional issues requiring work outside the Scope of Work and will receive written authorization to proceed with a written adjusted Scope of Work. If you do not agree to adjust the Scope of Work to address hidden conditions, we may, at its sole discretion, stop all work pending resolution of necessary hidden conditions. You agree to pay for all charges incurred up to the stoppage of work. You are responsible to report, to the best of your knowledge and information, unusual site conditions to CPT, such as property boundaries, regulatory restrictions, covenants or easements upon the property, site or historic regulations, known or suspected geological or land conditions, or other conditions that may restrict work locations or equipment placement. We are not responsible for violations of such restrictions that were not reported to CPT at the time a project is commenced.
3. PERMITS. We shall apply for permits required by the municipality identified on the contract or the County embracing said municipality. You shall pay such costs and permit fees under this Contract. You shall secure, at your expense, any easements, variances, zoning changes, necessary modifications of restrictive covenants, or other actions outside the scope of the Services identified herein. You agree and warrant that you have the legal right to authorize the Scope of Work at the Job Location. You agree that you have provided us documentation that any work area, including but not limited to the locations for geothermal well loops and assemblies, are within your control and not in areas regulated by environmental authorities as restricted due to wetlands regulations, soil contamination, easement or land use restrictions or covenants, or other observable conditions.
4. INSURANCE. We shall maintain general liability (not less than $50,000 in personal injury and $50,000 in property damage insurance coverage) and workers compensation. You are responsible for any insurance involving the replacement costs of improvements under this Contract in the event of loss through fire, casualty, storm or other disasters, or theft of materials or equipment from the project site. Either party may request a Certificate of Insurance from the other prior to commencement of work. If you proceed without insurance, we do not indemnify you from claims normally covered by your insurance policy as property owner, tenant, legal occupant or contractor.
5. ACCESS. You affirm that you have the legal authority to authorize the Work Scope at the Job Location. If such work is not authorized by any owner of the Job Location, you shall pay for all work actually completed up to date we are notified that such work is not authorized. You allow or shall, before we begin work, arrange free access to work areas for workers and vehicles and will allow or arrange for areas for storage of materials and debris. Driveways will be kept clear for the movement of vehicles to the extent practicable. We will timely move vehicles to allow your access or access by other contractors or interested parties. We will make reasonable efforts to protect driveways, lawns, shrubs, vegetation and minimize impact on Customer’s interior spaces. We reserve the right to access the Job Location during regular business hours until you make final payment, or we declare in writing to the Customer that this Contract is in breach and CPT has collected all equipment, tools, supplies and other property of CPT or any CPT subcontractor.
6. CUSTOMER SUPPLIED EQUIPMENT. We have the right, at its sole discretion, to accept or reject any customer provided equipment, parts, supplies, or other materials for use on said project. You should seek our prior written approval before buying and presenting any customer provided materials for installation by us. CPT cannot warrant any customer-supplied equipment beyond any warranty that may separately apply to said equipment.
7. SUBCONTRACTORS. We may subcontract portions of this work scope to other parties. Any subcontractor proposed for such work will be identified on an attached subcontractor listing.
8. WORK TO BE COMPLETED BY CUSTOMER. You may be responsible for specific work tasks required to complete the Work Scope. Any such tasks that you must complete before the project is completed are identified on an attached Customer Required Work Schedule. Such work may include direct Customer work or contractors engaged by you over which we do not exercise control. Customer agrees that it or its contractors will timely and in a workmanlike manner complete such work tasks, for which we are not liable but for the Warranty coverage herein. We are not liable for additional costs, delays or performance issues caused by or due to improper, incomplete or negligent completion of Customer Tasks. You shall identify the name, address, phone number other contact information, and contracted work scope concerning any contractor it has engaged to perform work upon which this Work Scope depends and manage said contractor’s work.
9. SCHEDULE. The Contract includes an anticipated start and finish date for this Contract. We will timely notify Customer of any significant changes in the project schedule. You shall timely notify us of events causing changes to the project schedule within your control or beyond our control upon knowledge of the need to change the project schedule. CPT and Customer agree to make reasonable accommodations to adjust the schedule due to the occurrence of a force majeure event (any event not caused by any party and beyond CPT’s or Customer’s reasonable control, including weather, fire, explosion, third party vandalism, military action, work stoppages, orders of military or civil authority, Acts of God, insurrections, riots or war). Agreements to modify the project schedule by more than one (1) week shall be in writing and signed by you and us.
10. CHANGE ORDERS. You may request changes to the Scope of Work at any time during the term of this Contract by issuing a “Change Order” under this Contract. However, no Change Order that, in our opinion modifies the amount due in the Contract by one hundred dollars ($100) or more shall become binding unless agreed to in writing by both parties as an amendment of this Contract. If agreed by both parties, we may present the Change Order as an estimate, where you agree to pay the actual cost of said Change Order so long as we notify you of any charges in excess of the Change Order estimate upon knowledge of the surcharge. Further, if, during the performance of this Contract, we identify work that causes your charges, either under the original invoice or under any Change Order, to increase by more than ten percent (10%) of the listed estimate price, we shall offer Customer a Change Order before performing work exceeding the estimate by ten percent (10%). For all work identified in the estimate under the contracted work scope, where a Change Order is not appropriate because circumstances were consistent with our estimate, we shall invoice no amount more than ten percent (10%) above the invoiced amount without your prior written approval.
11. SERVICE CONTRACTS. If CPT is providing a service contract for a location, the term of the service contract shall be for two (2) years from the date the customer signs the contract. If the property being serviced is sold to a third party, the customer shall provide CPT thirty (30) days advance written notice and shall forward to the purchaser the current service contract within five (5) days of executing any agreement of sale to transfer the property. If the purchaser accepts assignment of the contract, customer shall no longer be liable for any costs or obligations under the service contract. However, if the customer cancels this service contract for any reason before expiration, customer shall pay to CPT, as liquidated damages and not as a penalty, fifty percent (50%), half, of all payments due under the current term of the service contract, where CPT will cancel the remainder of the service contract as of the day CPT receives liquidated damages. In the event of a sale of the property where the purchaser does not accept assignment, customer agrees to pay the entire liquidated damages amount at closing, paid directly to CPT by the closing agent or agency. Customers may renew the service contract for a new two (2) year term within thirty (30) days before the existing term expires at a renewal rate determined by CPT. CPT reserves the right to assess a travel charge on any service contracts outside of a forty-five (45) minute travel time, as determined by a regularly used internet mapping website or service, of CPT’s offices. CPT also reserves the right to inspect all equipment subject to a service contract and may cancel such service contract within thirty (30) days of the contract becoming effective for any reason, including but not limited to the presence of obsolete equipment, dangerous installations, or other factors where CPT determines that the premises is not otherwise eligible to receive a service contract. All other terms of this Agreement apply for all services performed by CPT, including but not limited to services beyond the scope of the service contract.
12. WARRANTY. CPT, upon Customer’s final payment of all amounts due under this Contract and execution of our “Notice of Completion of Contract and Waiver of Liens” form, warrants its installation work for a period of one (1) year from the date of final payment by Customer, subject to terms below. We shall provide our services and meet our obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing these Services which meet generally acceptable standards in Central Pennsylvania, and will provide a standard of care equal or superior to care used by service providers similar to us on similar projects. We warrant that the materials to be used are of good quality. We will maintain all manufacturers’ warranties. Because HVAC installation is a service, the Customer is limited to the manufacturers’ warranties (unless Customer purchases an extended warranty) for defects in the manufacture of equipment, components and materials. **CPT DOES NOT WARRANT ANY WORK FOR WHICH FINAL PAYMENT HAS NOT BEEN MADE AND ACKNOWLEDGED IN WRITING**. **CUSTOMER WAIVES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES.** Manufacturer warranties may apply to work for which final payment has not been made. Customer must direct any such claims to the appropriate equipment manufacturer(s).
13. FINAL INSPECTION AND LIENS. Unless noted in the Contract, CPT reserves the right to place a lien on the project location site for any unpaid balance when CPT completes work, regardless of if Customer financed the project with CPT. CPT will release any lien within sixty (60) days of final payment. Upon notification by us of substantial completion of the work, you and we shall inspect the work performed, and at the time we will prepare a punch list, if necessary, that identifies any incomplete work or deficiencies in workmanship or materials. We may present its Final Bill for work at this inspection. We shall complete punch list items under the Warranty described above. You may not refuse payment because punch list items are not completed. Upon final payment, we shall, upon receipt of and for final payment, deliver to you a release of all liens and documentation of our warranty for work performed. We shall leave all work areas broom clean, free of debris, and, to the extent practicable, restored to pre-project conditions. This Contract, except for Warranty provisions above and collections clauses below, expires at completion of work, as memorialized by the Final Inspection.
14. TERM. The term of the Contract shall be ninety (90) days or the length of time identified in the schedule, whichever is longer. For all annual service or maintenance contracts, either party shall have the right, with thirty (30) days advance written notice to the other, cancel said annual service or maintenance contract. We may automatically cancel any annual maintenance or service contract upon sale of any residential property and providing written notice of such sale to us. If we do not submit or receive notice of cancellation, said annual service or maintenance contract shall automatically renew for a period of one (1) year, at the same terms as under the initial contract. We reserve the right to increase the price of any annual service or maintenance contract by up to five percent (5%) or the Producer Price Index published by the Bureau of Labor Statistics, whichever is higher. Such increase shall be noted on any invoice provided to any such Customer.
15. PAYMENT. You agree to pay all costs described on the Contract. We must receive the down payment, of one-third (1/3) of the contract price plus the cost of all special order equipment and materials, before commencing work, unless otherwise documented on the face of the Contract. All payments are due within fifteen (15) days of invoice. Your payment for equipment purchased for this Contract is not refundable once ordered. No equipment orders will be placed during any residential cancellation period but for Bona Fide Emergency work. For non-residential projects over one month in duration, CPT may invoice actual charges monthly. Interest of 1.5% per month, 18% per annum, is due for balances over thirty (30) days overdue. Customer is responsible for all collection costs, including but not limited to costs of suit, reasonable attorney’s fees (for new construction, commercial or industrial customers only) and interest. Nonpayment is a breach of this contract, whereby CPT may cancel this contract at any time after thirty (30) days with no further obligation to Customer and seek legal remedies. CPT retains title to all equipment until Customer makes final payment, and may recover equipment, at Customer’s expense, to assist in collecting all amounts due. CPT reserves the right to charge any restocking fees incurred, up to twenty-five percent (25%) of the cost of the equipment and supplies being restocked, due to the return of any equipment ordered for Customer to Customer, except for replacement of equipment under the Warranty provision of this Contract. Unless we notify you in writing otherwise, the person signing this Contract agrees to guarantee payment of this Contract if the Contract were entered into by any corporate entity, including any and all interest, penalties, or attorney’s fees assessed for non-payment.
16. GUARANTORS. CPT may require another person or entity to guarantee payment for all work under this Agreement, including service agreements and other agreements under this contract. When required, as a material inducement for CPT to make and enter into this Contract, and for other valuable consideration, receipt of which is hereby acknowledged, the party or parties executing this Guarantee (“Guarantor” hereby unconditionally guarantees, or hereby jointly and severally unconditionally guarantee, the full, complete and timely performance of each and all the obligations of Customer under this Contract. This Guarantee is independent of each and all the obligations of Customer under the Contract and separate action or actions may be brought and prosecuted against Guarantor, whether action is brought under the Agreement, whether Customer is joined in any such action or actions and/or whether CPT has first pursed or exhausted any other remedy or remedies to which it may be entitled. Guarantor hereby authorizes CPT, without notice or demand and without affecting the liability of Guarantor hereunder, from time to time, to compromise, extend or otherwise change or modify any or all the terms or conditions of the Contract. Guarantor hereby waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guarantee. It is the policy of CPT to have both husband and wife, or any and all co-owners of the work site property, sign this guarantee where applicable. CPT may also, at its sole option, require any landlord to guarantee payment for any work conducted on behalf of a tenant where the landlord may apply additional rent to said tenant for any unpaid balances after thirty (30) days. Unless otherwise noted, this Guarantee will be in full force and effect throughout the Contract, including any extensions.
17. EMERGENCY WORK. Under Pennsylvania law, CPT may only perform residential work over $500 within three (3) days of executing this Agreement for “bona fide” emergencies. “Bona fide” emergencies include the following: no water service, no sewer service, a water or sewer leak, no heat in cold weather, no air conditioning during excessive heat weather events, exhaust piping failures in coal/oil/gas/wood service, or building code safety violations where the government required immediate repairs. In all other cases, CPT may not proceed with work until the three-day customer’s right to rescind the contract expires.
18. FINANCING. CPT may, at its sole discretion, allow Customer to pay over time. For this Agreement, financing conditions also apply to any service contract entered into under this Agreement. If CPT elects to offer financing, the Customer shall provide CPT with sufficient information for CPT to secure the debt, including collecting credit card and/or bank account information and/or a personal guarantee for business customers. For any financing customer, CPT maintains a “secured interest” in the equipment until Customer pays the entire balance due, including all interest, late fee charges, and other amounts which may be due. This means that, if the Customer does not pay the entire balance, CPT may, at its sole discretion and at Customer’s expense, remove all equipment under this Agreement.
    1. Payments. The monthly payment amount, term, and start date of payments on the Financing Form document when and how much Customer will pay CPT for any portion of this Contract being financed. CPT is under no obligation to begin work if Customer has not made any down payment due before start of work.
    2. Late Payments. CPT charges a $25.00 late fee for any payment not made by the due date. Interest begins to accrue at the day after each payment is due. CPT may, at its sole discretion, refuse to perform any follow-up work for any Customer not current with their payments. New Construction, Commercial, and Industrial Customers will be charged all reasonable attorneys’ fees involved in recovering any late payments, including but not limited to costs to file, process, and execute any liens.
    3. Remedies. All remedies above are available at CPT’s sole discretion. If CPT does not use a remedy in a specific month, it may still utilize that remedy in the future.
    4. Delivery. The conditions in this Agreement discussing schedule apply to the Financing agreement as well.
    5. Assignment. This Financing Agreement binds each parties’ respective heirs, administrators, executors, successors, and assigns, where Customer may not assign this Agreement without CPT’s prior written approval.
19. DEFAULT. Any of the following constitute default and immediate termination of this Contract:
    1. Failure of Customer to make required payment as scheduled, after thirty (30) days of delivery of any invoice or as a periodic service plan payment.
    2. Insolvency or bankruptcy of either party.
    3. Any action, event, or force majeure event where the Job Location unavailable for a period of more than ten (10) days, including but not limited to any levy, seizure, general assignment for benefit of creditors, application or sale for or by any creditor of government agency, eminent domain action, insurrection, riot, pandemic, severe weather event, or Act of God. Such event does not represent a default in the event that CPT and Customer agree to reasonable schedule accommodations as described above.
    4. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
    5. The failure of Customer to timely and with good workmanship complete Customer required tasks under this Contract.
    6. Customer and CPT do not agree to resolution of any Hidden Conditions not discovered until after work commenced.
    7. The failure of CPT to complete the work scope within thirty (30) days of the project schedule where no extension agreement was reached between CPT and Customer and no unforeseen events, such as supply chain problems, have occurred.
    8. We have completed no work on the project within forty-five (45) days of the contracted project start date without your authorization.
20. ENFORCEMENT. In the event of default, all amounts due of Customer are immediately collectible, and we may immediately issue a final invoice for all work actually performed under *quantum meriut*, where we will invoice you for all materials and an hourly rate for our actual time spent performing this Contract, not to exceed the Contract estimated price. **You are responsible for all costs and fees, including reasonable ATTORNEYS’ fees (for new construction, commercial and industrial customers only), we incur pursuing collecting any balance more than thirty (30) days overdue.**
21. CONFESSION OF JUDGMENT FOR CERTAIN CONTRACTS. We may require certain commercial or new construction customers to provide a Confession of Judgment as part of this Contract. For any new construction, commercial, or industrial project, unless waived in the scope of work attached to this set of Terms and Conditions, CPT immediately may confess judgment to any competent Court with jurisdiction over this matter. Otherwise, CPT may pursue and all remedies available under this contract, including but not limited to cancellation of any CPT warranty and judicial collection processes.

**CPT MECHANICAL SERVICES LLC and CUSTOMER AGREE THAT THIS CONTRACT DOES NOT INVOLVE ANY “RETAIL INSTALLMENT SALE, CONTRACT OR ACCOUNT” UNDER THE GOODS AND SERVICES INSTALLEMENT SALES ACT, 69 P.S. SECTION 1101 ET. SEQ. CUSTOMER AGREES THAT IT IS NOT A “NATURAL PERSON” IN CONNECTION WITH A “CONSUMER CREDIT TRANSACTION” AS DEFINED IN PENNSYLVANIA RULE OF CIVIL PROCEDURE 2950.**

**THE FOLLOWING SECTIONS OF THIS CONTRACT SET FORTH A WARRANT OR AUTHORITY FOR AN ATTORNEY TO CNFESS JUDGMENT AGAINST CUSTOMER. IN GRANTING THIS WARRANT OR AUTHORTY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST CUSTOMER, CUSTOMER HEREBY KNOWLINGLY, INTENTIONALLY AND VOLUNTAIRLY, AND ON THE ADVICE OF SEPARATE COUNSEL OF CUSTOMER UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS CUSTOMER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.**

**UPON DEFAULT OF MORE THAN THIRTY (30) DAYS OVERDUE, INCLUDING WITHOUT LIMITATION ANY LATE FEES, INTEREST ACCRUED OR ACCRUING, ANY REIMBURSEMENT FOR ATTORNEYS FEES OWED BY CUSTOMER (COLLECTIVELY “AMOUNTS DUE”), SHALL REMAIN UNPAID ON ANY DAY WHEN THE SAME OUGHT TO BE PAID, WHETHER PRIOR TO OR AFTER THE TERMINATION OR EXPIRATION OF THIS CONTRACT, CUSTOMER HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONVESS JUDGMENT AGAINST THE CUSTOMER FOR ANY AND ALL AMOUNTS UNPAID HEREUNDER, TOGETHER WITH ANY OTHER CHARGES, COSTS AND EXPENSES FOR WHICH CUSTOMER IS LIABLE UNDER THIS CONTRACT, AND TOGETHER WITH REASONABLE ATTORNEYS’ FEES OF TEN PERCENT (10%) OR TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500), WHICHEVER IS GREATER, AND COSTS OF SUIT, RELEASING ALL ERRORS AND WAIVING ALL RIGHTS OF APPEAL. IF A COPY OF THIS CONTRACT, VERIFIED BY AFFIDAVIT, SHALL BE FILED IN SUCH PROCEEDING, IT SHALL NOT BE NECESSARY TO FILE THE OROGINAL AS WARRANT OF ATTORNEY. CUSTOMER HEREBY WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCIES OF THIS WARRANT AND POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THIS POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE OR VOID, BUT THIS POWER SHALL CONTINUE UNDIMINSHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS CPT SHALL ELECT UNTIL ALL SUMS DUE HEREUNDER SHALL HAVE BEEN PAID IN FULL. INTEREST SHALL CONTINUE TO ACCRUE AFTER ENTRY OF JUDGMENT HEREUNDER, BY CONFESSION, DEFAULT OR OTEHRWISE, AT EIGHTEEN PERCENT (18%) PER ANNUM. ALL WAIVERS GRANTED IN THIS PARAGRAPH ARE GIVEN TO THE EXTENT PERMITTED BY THE PENNSYLVANIA RULES OF CIVIL PROCEDURE.**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CPT Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. REMEDIES. In addition to any and all other rights a party may have according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due) the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure any and all default(s). Unless waived by a party providing notice, the failure to cure any such default (s) within such time period shall result in automatic termination of this Contract.
2. WITHDRAWAL OR AMENDMENT. CPT reserves the right to withdraw or amend this proposal after thirty (30) days of the date said proposal was submitted to Customer.
3. GENERAL PROVISIONS. This Contract may not be amended but for in writing, signed by CPT and Customer. This Contract, with the attached Scope of Work, contains the entire agreement of the parties. No other representations, promises or other information is part of this contract unless agreed to in writing and signed by both CPT and Customer. This Contract supersedes any prior written or oral agreements between the parties. If any provision of this Contract is held as invalid or unenforceable, the remaining portions of the Contract remain in full force and effect and are enforceable to the extent any Court of competent jurisdiction finds the remainder of said contract valid and enforceable. Any party failing to enforce any provision of this contract does not waive or limit the right to subsequently enforce this contract and compel strict compliance with every provision of this Contract.
4. LITIGATION AND NOTICES. This Contract is construed under the laws of the Commonwealth of Pennsylvania, without regard to choice of law provisions. Venue for any disputes under this Contract shall be raised in courts of competent jurisdiction embracing Palmyra Borough, Lebanon County, Pennsylvania or the Job Location, at the sole discretion of CPT. If Customer files any litigation concerning this Contract, it shall file such action in the courts embracing Fleetwood Borough, Berks County, or, at the sole option of CPT, the location of the work or the business or residential location of the Customer or any office location or business office of customer. CPT may file any lien against property in the judicial district embracing the Job Location. Notices under this Contract shall be sent to CPT at 104 East Vine Street, Fleetwood, PA 19522 with a copy to Raiders Law PC, 606 North 5th Street, Reading, PA 19601. Notices sent to Customer shall be at the address on the Contract. All notices shall be sent Certified United States Postal Mail, return receipt requested. Parties may update service addresses in writing, mailed to the other party.
5. ELECTRONIC SIGNATURES. Customer and CPT may execute this document as an electronic document under the Pennsylvania Electronic Transactions Act, 73 P.S. § 2260.101 et. seq. By electronically signing this document, Customer, CPT or both acknowledge that this Contract becomes binding upon both Parties upon electronic signatures or hand signatures of both Parties as of the last date signed by any Party. Both CPT and Customer shall enjoy the legal protections of 73 P.S. § 2260.303 that signify that this contract is valid with electronic signature(s). The Parties acknowledged that Customer received the document in a form that can be printed and stored by Customer. Any electronic mail used by any Party to transmit this record shall become incorporated into this contract as proof of receipt and transmittal. CPT encourages Customer to only transmit electronically signed contracts where Customer requests an electronic receipt via electronic mail when sending such a document. Both Parties acknowledge that this Contract is binding at any time it is electronically signed by both Customer and CPT and sent to any party. Parties agree that any such signed and sent Contract is fully legally binding. This paragraph applies to scanned and emailed (or other electronically conveyed) contracts.
6. RIGHT TO CANCEL. If this Contract concerns existing residential housing and the work is valued at more than $500.00, it is formed under the authority of the Pennsylvania Home Improvement Consumer Protection Act (“HICPA”), 73 P.S. 517.1 § et. seq. and the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. § 201-1 et. seq. CPT is registered with the Pennsylvania Attorney General’s Office as Contractor Number PA035199.

***You, the Customer, 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 on the Cancellation Form for an explanation of this right. If residential Customer cancels within three (3) business days from date of execution, neither Customer nor CPT shall have any further obligation except as outlined on the Cancellation Form. In the event that Customer rescinds this Contract in writing during the three (3) business day recession period, CPT will return Customer’s deposit within ten (10) business days from receipt of notice. However, CPT will not complete any work on any residential Customer’s property during the rescission period unless Customer and CPT execute a written attached Emergency Work Authorization Form and Customer agrees that Customer will pay CPT for all work performed during the rescission period. Unfortunately, under Pennsylvania law, CPT is required to wait three (3) business days to commence any residential non-emergency work. **This waiting period and the cancellation provision of this Section does not apply to new construction, commercial, OR INDUSTRIAL projects**.

The Change Order provisions of HICPA govern the Change Order process described above. Significant contract amendments may require a new contract be executed if the value of the amendment includes equipment or over $500 in services. Customer may call the Pennsylvania Office of Attorney General’s Bureau of Consumer Protection at 888-520-6680 or search [www.attorneygeneral.gov](http://www.attorneygeneral.gov) for additional HICPA information.

**Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_**

**CPT Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_**

**NOTICE OF CANCELLATION**

**Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Job Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Transaction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**You may cancel this transaction, without any penalty or obligation, within three business days from the above date.**

**If you cancel, 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 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller 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 the seller regarding the return shipment of the goods at the seller’s expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days 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 the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to CPT Inc. at 102 East Vine Street, Fleetwood, PA 19522 not later than midnight of the date three business days of the transaction date above, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.**

**I hereby cancel this transaction.**

**Date of Cancellation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**