

PURCHASER	LOCATION OF WORK TO BE PERFORMED

Purchaser authorizes AmeriGlide Distributing 2019 (AMG) to perform the following described installation work at the above referenced location.

**Items:**

Furnish and install \_\_\_\_\_ as per the signed and approved measurements dated \_\_\_\_\_.

**Total Contract Amount: \$** \_\_\_\_\_

Purchaser's acceptance of this Contract together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This quote is valid for 60 days.

- Unless otherwise stated, you agree to pay as follows: 100% payment upon signed acceptance.
- Overdue Invoices: A service charge of 18% annually shall apply to overdue accounts past thirty (30) days.
- If you do not pay within sixty (60) days from the billing date, we may choose to do one of the following: 1) suspend all work until the amount due have been paid, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement.

Initial to accept payment terms. \_\_\_\_\_

## CONTACT TERMS & CONDITIONS

- In consideration of AmeriGlide Accessibility Solutions performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit AmeriGlide 2019 our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with misuse, maintenance, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment.
- We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.
- We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.
- Delivery we will endeavor to deliver and install your stair lift on the date provided, however, in circumstances beyond our reasonable control we will not be held liable for costs incurred if we cannot meet this date. Such causes include, but are not limited to: weather, traffic, illness.
- All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or AmeriGlide 2019 on account thereof, by any law enacted after the date of this proposal.
- In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.
- Warranty is valid for two (2) years on all parts, and five (5) years on the motor gear box from date of shipping.
- It is AmeriGlide 2019's policy not to turn over a lift to the customer until we have received proper payment(s). Payment from the homeowner is not a condition of payment from the contractor to AmeriGlide Elevators & Lifts.
- Any Change Order to this agreement will be presented in writing with the added or deleted charges including a \$50.00 administrative service charge. This amount must be paid in full before the changes are implemented.
- You will only own the stair lift when you have paid us all the amounts you owe us under the order.

## SHIPPING DAMAGE

This stair lift is shipped FED EX and is the property of the buyer when it leaves the factory. Any damage to the equipment on delivery is the buyer's responsibility to document with pictures of the crating/packaging and any visible damage to the equipment. The buyer is also responsible to notate on the bill of lading all visible damage to packaging and/or equipment before signing and accepting shipment. Failure to do so may prevent a damage claim from being filed with the carrier and could result in additional charges to replace damaged parts and to redeploy labor.

## RETURN POLICY

Up Stair lifts are products which are custom designed and built on site to the specifications and measurements of your staircase. The track, in most cases, cannot be reused; and there are several hours of labor and expense involved in the preparation and installation of your stair lift. This includes measurements, drawings, packaging, shipping & customs, travel, and incidental expenses.

By purchasing your new stair lift you understand and accept the return policy and the conditions below.

1. **Cancellations prior to shipment** will result in a refund less a 20% fee for measurements and design drawings services.
2. **Cancellations after shipment** will result in a refund less a 20% fee for measurements and design services in addition to shipping charges for both outbound and inbound freight. All costs for delivery and return shipping is the obligation of the customer.
3. **Cancellations or returns resulting after the full or a partial installation** has been completed shall result in a refund less a \$5,000.00 charge for labor and processing expenses (including removal) in addition to all shipping charges for all outbound and inbound freight. All charges for delivery and return shipping is the obligation of the customer.

**Purchaser authorizes AmeriGlide Distributing 2019 to perform the above reference work.**

**PURCHASER SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**AMERIGLIDE REP SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_