



General Air Conditioning and Plumbing  
31170 Reserve Dr., Thousand Palms, California 92276 United States  
(760) 279-3393

**BILL TO**

Wanda Agena  
78881 Edgebrook Lane  
Palm Desert, CA 92211 USA

<b>INVOICE</b> <b>58439823</b>	<b>INVOICE DATE</b> May 04, 2021
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**Home Improvement Contract**  
License #686310

**JOB ADDRESS**

Wanda Agena  
78881 Edgebrook Lane  
Palm Desert, CA 92211 USA

**Completed Date:** 5/4/2021  
**Technician:** Anthony Debellis  
**Registration #:** GENERALAIR\_DTONY

**Technician:** Julio Castro  
**Registration #:** 686310-JCASTRO

**Technician:** Oscar Castro  
**Registration #:** 686310-OCASTRO

**Technician:** Skip Wintter

**Payment Term:** Due Upon Receipt  
**Due Date:** 5/4/2021

**DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED**

Installed 40 gal natural gas water heater, up to code new plate form water heater drip pan gas sediment trap earthquake straps and TMP

INSTALLED  
EL180OUH100NE60C-03  
5921D07565

ML14XC1-048  
1921D07868

LH42/62W9  
7121D19457

MWMA024S4S-2P  
6920D06687

MPB024S4S-1P  
6921A03741

TASK	DESCRIPTION OF MATERIALS AND EQUIPMENTS	QTY	PRICE	TOTAL
SIL4TUP	<p>Two Star Silver System (4-Ton, Upflow): ML14XC1</p> <ul style="list-style-type: none"> <li>Reliable: Lennox Quantum™ Coil Technology will help deliver years of trouble-free operation.</li> <li>High Efficiency: 14 to 16 SEER performance uses 40-60% less energy than a standard air conditioner</li> <li>Affordable: The trust and reliability of Lennox at a price that fits your budget</li> </ul> <p>Lennox® ultra low emission gas furnace family EL180UH080NE48B gas furnaces feature a compact cabinet for upflow, horizontal-left or horizontal-right applications and are rated with an energy efficiency (AFUE) of 80%. The EL180UHNE gas furnaces are built to exceed California's stringent air quality regulations that were designed to reduce global warming. By greatly reducing NOx emissions, these furnaces ensure perfect warmth as well as cleaner and healthier air for the homeowners.</p> <ul style="list-style-type: none"> <li>Unique premix burner that helps meet the Ultra Low NOx (14ng/j) regulation standard</li> <li>Lighter with 33" cabinet</li> <li>Environmentally friendly</li> </ul>	1.00	\$11,122.00	\$11,122.00
INSTQLTY40GAS	<p>Install a Quality 40 Gallon Water Heater: Remove old tank &amp; install new standard 40gal water heater 32,500 BTU. 6yr warranty.</p>	1.00	\$2,829.00	\$2,829.00
ML14XC1-048 Air Conditioner	<p>Efficient, durable air conditioner</p> <p>Lennox ML14XC1-048 1921D07868</p>	1.00	\$0.00	\$0.00
EL180UH080NE48B Ultra-Low Emissions Gas Furnace	<p>First in class, lowest emission furnace on the market</p> <p>Lennox EL180UH100NE60C-03 5921D07565</p>	1.00	\$0.00	\$0.00
Evaporator Coil ADP LH42/62W9	<p>Evaporator Coil Lennox ADP LH42/62W9</p> <p>Lennox ADP LH42/62W9 7121D19457</p>	1.00	\$0.00	\$0.00
Sensi Wifi Thermostat	<p>From across the room or across the country, use the intuitive app to remotely control and schedule your home comfort – Anytime. Anywhere.</p> <p>Emerson Sensi Wifi Tstat</p>	1.00	\$0.00	\$0.00
Lennox 24k BTU, 2-Ton Minisplit (MPB024S4S-1P,	<p>Quiet, efficient cooling for any room</p>	1.00	\$5,549.00	\$5,549.00

Outdoor Unit)

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Lennox MPB024S4S-1P 6921A03741

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Lennox 24k BTU, 2-Ton Minisplit (MWMA024S4S-2P, Indoor Unit)	Quiet, efficient cooling for any room	1.00	\$0.00	\$0.00
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Lennox MWMA024S4S-2P 6920D06687

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PAID ON	TYPE	MEMO	AMOUNT
4/14/2021	Finance Company	Service Finance	\$18,525.00
5/5/2021	Dealer Fee	Service Finance	\$975.00

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POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$19,500.00
TAX	\$0.00
CONTRACT PRICE	\$19,500.00
PAYMENT	\$19,500.00
<b>BALANCE DUE</b>	<b>\$0.00</b>

Thank you for choosing General Air Conditioning and Plumbing  
It was a pleasure serving you.

**CONTRACT PRICE:** \$19,500.00  
**APPROXIMATE START DATE:** 4/26/2021  
**APPROXIMATE COMPLETE DATE:** 5/4/2021

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

#### **DOWNPAYMENT**

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

**YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.**

#### **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

**For more information:**

VISIT CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)  
CALL CSLB at 1-800-321-CSLB (2752)  
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

#### **CUSTOMER AUTHORIZATION**

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 5/4/2021

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**THREE DAY RIGHT TO CANCEL**

"The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'"

Sign here

Date 5/4/2021

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The "Notice of Cancellation" may be sent to:

General Air Conditioning and Plumbing  
31170 Reserve Dr., Thousand Palms, California 92276 United States  
(760) 279-3393

**CUSTOMER ACKNOWLEDGEMENT**

I find and agree that all work performed by General Air Conditioning and Plumbing has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 5/4/2021

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 (760) 343-7488 • Fax (760) 343-7494 • www.CallTheGeneral.com • State Lic. #686310

**PROPOSAL AND HOME PERFORMANCE CONTRACT**

This home improvement contract is entered into by and between General Air Conditioning (“contractor”) and \_\_\_\_\_ (owner),

whose residence address is \_\_\_\_\_,

and project address is \_\_\_\_\_.

**1. Description of work, description of the project and description of the significant materials to be used and equipment to be installed:** See the Plans Attached.

**2. Date of proposal:** \_\_\_\_\_  
 General Air proposes to furnish you, the client with all materials, labor, and supplies as detailed in the plans approved by you which are attached to this contract.

**3. Acceptance:** This proposal is null and void if you have not accepted it within seven (7) days following the date of proposal specified above, unless General Air extends the acceptance period in writing. If you accept the proposal and sign this contract including the plans it is binding on you, subject to your right to cancel in paragraph 19 below.

**4. Contract Price:** \$ \_\_\_\_\_  
 The plans will be completed in a professional and workmanlike manner for the contract price listed above.

**5. Down payment:** \$ \_\_\_\_\_  
**THE DOWN PAYMENT MAY NOT EXCEED \$1,000.00 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**6. Payments:** Payment will be made in full less any down payment by cash, check, or credit card to General Air’s installers or other General Air representative at the completion of the install. Install is complete when the equipment and materials outlined in the contract are installed and operating. Balance Due: \$ \_\_\_\_\_

**7. Approximate Start Date:** \_\_\_\_\_  
 General Air plans to start work on the approximate date above. Work is considered to have begun when materials for your plans have been ordered.

**8. Approximate Completion Date:** \_\_\_\_\_  
 The work should be substantially completed by the approximate date above unless the work has been delayed due to circumstances beyond the control of General Air.

**9. Permits and Tests:** General Air will pull all of the required building permits required for this job, and will have a 3rd party perform all of the required HERS testing as required by Title 24.

**10. Note about Extra Work and Change Orders:** Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress of payments, if any. Failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal and equitable remedies designed to prevent unjust enrichment.

**11. Default by General Air:** If you believe that General Air has breached this contract, you must notify General Air in writing at the above address, ATTN: General Manager, describe the alleged breach, and give General Air at least thirty (30) days to cure the alleged breach.

**12. Applicable Law:** This contract is governed by the laws of the state of California.

**13. Cost of Dispute:** If any dispute between you and General Air results in arbitration or litigation, the prevailing party (as determined by the arbitrator or court) will be entitled to recover its reasonable attorney fees and costs.

**14. Commercial General Liability Insurance:** General Air carries commercial general liability insurance written by Praetorian Insurance Company you may call 760-360-4700 to check the contractor’s insurance coverage.

**15. Workers Compensation Insurance:** General Air carries workers compensation insurance for all employees.

**16. List of Documents Incorporated into the Contract:** (1) Plans, (2) Three-Day Right to Cancel, (3) Notice of Cancellation, and (4) Limited Warranty (5) Mechanics lien Warning

**17. Entire Agreement:** This contract, the plans, the warranty (which appears on a separate page if applicable), and any other document attached or otherwise made part of this contract constitute the entire agreement between General Air and you, the client relating to the plans. No other agreements, oral or written, regarding the work to be performed or the price to be paid under this contract exists between you and General Air. However General Air will deliver to you any manufacturer warranties that come with any materials you purchase. Manufacturer warranties are the responsibility of the manufacturer and General Air is not liable for them.

**18. Information about the California Contractors State License Board (CSLB):** CSLB is the state consumer protection agency that licenses and regulates construction contractors.

- Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.
- Use only licensed contractors.
- If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has the authority to investigate the complaint.
- If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractors employees.

For more information:  
 Visit CSLB’s web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)  
 Call CSLB at 800-321-CSLB (2752)

Write SCLB at P.O. Box 26000, Sacramento, CA 95826

**19. Three Day Right to Cancel:** The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a Notice of the Three-Day Right to Cancel.

**20. Notice to Client: You are entitled to a completely filled in copy of this contract, signed by both parties,**

## **Mechanics' Lien Warning**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Notice required by California Business and Professions Code § 7159(c)(4): When payment is made for any portion of the work performed, Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to § 3114 of the Civil Code for that portion of the work for which payment has been made.



31-170 Reserve Drive • Thousand Palms, CA 92276  
(760) 343-7488 • Fax (760) 343-7494 • www.CallTheGeneral.com

Customer# \_\_\_\_\_

Customer: Wanda Agena Email: Wanda4010@yahoo.com  
 Address: 78881 Edgebrook Lane City: Palm Desert Zip: 92211  
 Phone: (310)344-0357 Cell: \_\_\_\_\_ Alternate #: \_\_\_\_\_  
 Gated Community? Xy \_\_\_n Community Name: Sun City Gate Code: \_\_\_\_\_

We Propose to Furnish and Install the Following Equipment:

Quantity	Equipment Type	Tonnage	Make	Model #	Equipment Being Replaced
1	Condenser	4	Lennox	ML14XC1-047-230	Goodman G5C13
1	Furnace	4	Lennox	EL180UHOBONV48B	Carrier
1	Coil	4	Lennox/ADP	LC42/60Z9	
1	Thermostat			Sensi	
1	Mini Split Out	2	Lennox	MPB024S-1P	
1	Mini Split In	2	Lennox	MWMA024S-1P	
1	Water Heater	40 Gal	Bradford White	RG240TEN	

◇ Bronze      ◇ Silver      ◇ Gold      ◇ Platinum

Comments/Recommendations:

Check all of the following that apply		Specify Details of Equipment Below					
<input checked="" type="checkbox"/>	Refrigerant Lines	◇ 7/8	◇ 1 1/8	◇ 3/4	◇ Flush	◇ Replace	Lineset Cover <u>X</u> y ___n
<input type="checkbox"/>	Registers	◇ Bar Type	◇ Special Order _____				
<input checked="" type="checkbox"/>	Electrical	◇ Whip	◇ Disconnect	◇ Breaker Replace		◇ Size/Type	
<input checked="" type="checkbox"/>	Gas Piping	◇ Gas Flex	◇ Flue Pipe				
<input type="checkbox"/>	Air Cleaner	◇ Merv 11	◇ Merv 16		◇ PCO Filtration		
<input checked="" type="checkbox"/>	Thermostat	◇ Sensi	◇ I Comfort	◇ I Comfort S30	◇ Other _____		
<input type="checkbox"/>	Zone Control	◇ None	◇ 2	◇ 3	◇ 4		
<input type="checkbox"/>	Duct Replacement/Insulation	◇ Partial _____		◇ Whole Home			
<input checked="" type="checkbox"/>	Permits/HERS Rating	◇ Homeowner		◇ General Air			
<input checked="" type="checkbox"/>	Warranty	◇ 1 Yr labor	◇ 2 Yrs labor	◇ 5 Yrs Parts	◇ 10 Yrs Parts	◇ 5 Yrs Comp.	◇ 10 Yrs Comp.
<input checked="" type="checkbox"/>	Maintenance Agreement	◇ 1 Complimentary Visit		◇ Add 1 yr SP \$ _____	◇ Add 3 yr SP \$ _____		
<input type="checkbox"/>	Crane Service	◇ Regular Reach		◇ Extended Reach	◇ Long Reach		
<input checked="" type="checkbox"/>	Equipment Pad	◇ 32"		◇ 36"			
<input checked="" type="checkbox"/>	Platform	◇ Use Existing		◇ New Platform - Cost \$ _____			
Drywall Included ___y <u>X</u> n		Roofing Included ___y <u>X</u> n		Electrical Included <u>X</u> y ___n			

Excluded: Drywall, Stucco, Paint, Roofing, Ducting, Registers

Rebates Available: IID \$800, \$200, Tax Credit \$300

You Pay: \$19500  
 Deposit Due: 0  
 Payment Due Upon Delivery: \$19500

Financing: Service Finance  
 Terms/Plan Chosen: 12 mo NO, NO  
 This offer is good until: \_\_\_\_\_

All payments are due upon completion of installation. Rebate paperwork filled out by General Air. Rebates are based upon approval by their respective entities. All rebates will be sent directly to the client within their specified time period.

Owner Signature: Wanda Agena Comfort Advisor: Skip Winter  
 Date: \_\_\_\_\_ Job Start Date: 4/20/21



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### PROPOSAL AND HOME PERFORMANCE CONTRACT

This home improvement contract is entered into by and between General Air Conditioning (“contractor”) and

Wanda Agena (owner),

whose residence address is 78881 Edgebrook Lane, Palm Desert CA 92211,

and project address is 78881 Edgebrook Lane, Palm Desert CA 92211.

**1. Description of work, description of the project and description of the significant materials to be used and equipment to be installed:** See the Plans Attached.

**2. Date of proposal:** 4/14/21  
General Air proposes to furnish you, the client with all materials, labor, and supplies as detailed in the plans approved by you which are attached to this contract.

**3. Acceptance:** This proposal is null and void if you have not accepted it within seven (7) days following the date of proposal specified above, unless General Air extends the acceptance period in writing. If you accept the proposal and sign this contract including the plans it is binding on you, subject to your right to cancel in paragraph 19 below.

**4. Contract Price:** \$ 19500  
The plans will be completed in a professional and workmanlike manner for the contract price listed above.

**5. Down payment:** \$ 0  
**THE DOWN PAYMENT MAY NOT EXCEED \$1,000.00 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**6. Payments:** Payment will be made in full less any down payment by cash, check, or credit card to General Air’s installers or other General Air representative at the completion of the install. Install is complete when the equipment and materials outlined in the contract are installed and operating. Balance Due: \$ 19500

**7. Approximate Start Date:** 4/26/21  
General Air plans to start work on the approximate date above. Work is considered to have begun when materials for your plans have been ordered.

**8. Approximate Completion Date:** 4/27/21  
The work should be substantially completed by the approximate date above unless the work has been delayed due to circumstances beyond the control of General Air.

**9. Permits and Tests:** General Air will pull all of the required building permits required for this job, and will have a 3rd party perform all of the required HERS testing as required by Title 24.

**10. Note about Extra Work and Change Orders:** Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress of payments, if any. Failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal and equitable remedies designed to prevent unjust enrichment.

**11. Default by General Air:** If you believe that General Air has breached this contract, you must notify General Air in writing at the above address, ATTN: General Manager, describe the alleged

**12. Applicable Law:** This contract is governed by the laws of the state of California.

**13. Cost of Dispute:** If any dispute between you and General Air results in arbitration or litigation, the prevailing party (as determined by the arbitrator or court) will be entitled to recover its reasonable attorney fees and costs.

**14. Commercial General Liability Insurance:** General Air carrier’s commercial general liability insurance written by Praetorian Insurance Company you may call 760-360-4700 to check the contractor’s insurance coverage.

**15. Workers Compensation Insurance:** General Air carries workers compensation insurance for all employees.

**16. List of Documents Incorporated into the Contract:** (1) Plans, (2) Three-Day Right to Cancel, (3) Notice of Cancellation, and (4) Limited Warranty (5) Mechanics lean Warning

**17. Entire Agreement:** This contract, the plans, the warranty (which appears on a separate page if applicable), and any other document attached or otherwise made part of this contract constitute the entire agreement between General Air and you, the client relating to the plans. No other agreements, oral or written, regarding the work to be performed or the price to be paid under this contract exists between you and General Air. However General Air will deliver to you any manufacturer warranties that come with any materials you purchase. Manufacturer warranties are the responsibility of the manufacturer and General Air is not liable for them.

**18. Information about the California Contractors State License Board (CSLB):** CSLB is the state consumer protection agency that licenses and regulates construction contractors.

- Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.
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For more information:

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