



ApplianceOasis

3285 South Higuera  
San Luis Obispo, CA 93401  
805-439-4532

### **Appliance Installation Terms and Conditions**

Our standard install charge covers the following:

Removal and/or installation of an appliance, without the need to disturb/remove cabinetry, countertops, flooring or any other fixture. Does not include modification, and repair of gas, water valves, drains, power receptacles, electrical junction boxes, and dryer vents. It is the responsibility of the customer to ensure systems for the supply of gas and water, electrical, drainage, venting etc. meet local building codes, and are available to facilitate installation using standard materials associated with the install of that type of appliance.

Appliance Oasis does not install, modify or correct problems with services necessary to facilitate installation. These include but are not limited to electrical supply, water supply, water drainage, gas supply, dryer air vents, ventilation systems to facilitate cooling and/or safe operation of equipment installed.

We assume and accept that the area, systems or services which have been provided to accommodate the appliance installation have been prepared to conform to the needs of the appliance and meet all applicable regulatory requirements and codes. We do not verify correct ventilation, electrical, water supply, water drainage requirements have been met specific to the appliance installed.

#### **Waiver of Damages When Working with Water**

You understand the appliance(s) being installed/worked on is connected with the building's plumbing system, and whenever any appliance is so connected, there is an inherent risk that component failure, imperfect connections and/or other faults could result in unintended leakage and/or flooding within the building, causing significant and sometimes catastrophic damage. Excepting for cases of gross, clearly proven, and explicitly identifiable carelessness by the technician, you promise to hold harmless Appliance Oasis, its principals, agents and employees from any and all damages, harms or liability that may result from such an occurrence. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

#### **Waiver of Damages from Failed Cooling**

You understand that, like any machinery, refrigeration equipment consists of a multiplicity of complex components, any of which can fail without warning, and that any effort to service and/or repair same carries inherent risk. Diagnoses are not always straightforward, and, even when carefully performed, repair and/or service work may involve imperfections that result in failure of the machinery to perform as intended. Such failures may lead to food spoilage, discomfort, inconvenience, and (particularly in commercial contexts) even loss of revenue as associated with cancelled or failed events, inability to service customers, etc. You acknowledge that, by undertaking to service and/or repair your equipment, Appliance Oasis is not accepting responsibility for any such risks. You agree all such risks are your own (and/or your company's) alone, and

you agree to hold harmless and exempt from liability Appliance Oasis, it's agents and employees from any and all such harms. By allowing the technician to commence work, you explicitly waive the right to any contrary claim.

**Release, Waiver, & Indemnification**

I, \_\_\_\_\_, for good and valuable consideration of which receipt is hereby acknowledged, specifically release, remise and forever discharge Appliance Oasis, it's employees, servants, agents and/or assigns from any and all liability which may arise as hereinafter outlined, and payment of and my signature on this form further constitutes my acceptance and understanding of the terms, conditions and information contained herein.

I acknowledge that I understand and accept the risks of this delivery/installation service. I represent that I am of sound mind, competent, do not have any physical, mental or other impairments or disabilities that may affect my ability to make decisions. I specifically acknowledge that the following persons and/or entities, including but not limited to, Appliance Oasis, its owners, directors, administrators, employees, servants, agents and/or assigns are not responsible for any damage caused to my home during this, or any delivery/installation visit. I specifically Release and Discharge those parties from any and all liability, whether known or unknown, even though the liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. I agree to accept any and all responsibility for the risks, conditions and/or damage which may occur.

Being fully aware of the risks, conditions, and/or hazard potential, I hereby agree to Waive, Release, and Discharge any and all claims, demands, actions, and/or causes of action which I may have hereinafter accrue as a result of damage to my home, against any person or entity whether such injury or damage was foreseeable.

I further expressly agree that the foregoing Release, Waiver and Indemnification is intended to be governed by the laws of California and is intended to be as broad and inclusive as is permitted by the laws of California, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read, understand and voluntarily signed the release, waiver of liability and indemnity agreement, and further state that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Signature of Releasor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date