

Terms of Service

Effective Date: October 7, 2025

Last Updated: October 7, 2025

Agreement to Terms

Welcome to Rogue Heating & Air. These Terms of Service ("Terms") govern your use of our website at rogueheatandair.com and the HVAC services we provide. By accessing our website, requesting services, or doing business with us, you agree to be bound by these Terms.

If you do not agree with any part of these Terms, please do not use our website or services.

Services Offered

Rogue Heating & Air provides heating, ventilation, and air conditioning (HVAC) services in Southern Oregon, including but not limited to:

- HVAC system installation and replacement
- HVAC repair and maintenance services
- Emergency HVAC services
- System inspections and diagnostics
- Energy efficiency improvements
- Ductwork installation and repair
- Rheem® certified equipment sales and installation

All services are subject to availability, scheduling, and the specific terms outlined in individual service agreements or estimates.

Service Appointments and Scheduling

Appointments

- Service appointments are scheduled based on availability and may be subject to change due to unforeseen circumstances, weather conditions, or emergency calls.
- We strive to provide flexible appointment times to accommodate your schedule.
- 24-hour emergency service is available for urgent HVAC needs.

Cancellations and Rescheduling

- If you need to cancel or reschedule an appointment, please provide at least 24 hours' notice.
- We reserve the right to charge a cancellation fee for appointments canceled with less than 24 hours' notice or for no-shows.
- We will make every effort to notify you if we need to reschedule your appointment.

Access to Property

- You agree to provide our technicians with safe and reasonable access to your property and HVAC equipment.
- You are responsible for ensuring pets are secured and that the work area is accessible.

Estimates and Quotes

- Free estimates and quotes are provided for new installations, replacements, and major repairs.
- Estimates are valid for 30 days from the date provided unless otherwise specified.
- Final costs may vary from initial estimates if additional work or materials are required, which will be discussed and approved by you before proceeding.
- Emergency service calls may be subject to diagnostic fees, which will be applied toward any repair work completed.

Payment Terms

Pricing

- All prices quoted are in U.S. dollars.
- Prices are subject to change without notice, but any quoted price will be honored for the validity period of the quote.

Payment Methods

- We accept various payment methods including cash, check, credit cards, and financing through GoodLeap.
- Payment is due upon completion of service unless other arrangements have been made in writing.

Financing

- Financing options are available through our partner GoodLeap, subject to credit approval.
- Financing terms are determined by GoodLeap and are subject to their terms and conditions.

Late Payments

- Accounts not paid within 30 days of service completion may be subject to late fees and interest charges.
- We reserve the right to pursue collection for unpaid accounts, and you will be responsible for all collection costs, including reasonable attorney fees.

Warranties and Guarantees

Our Workmanship Guarantee

- We stand behind the quality of our work and provide a satisfaction guarantee on our services.
- Specific warranty terms vary depending on the type of service performed and will be outlined in your service agreement.

Manufacturer Warranties

- New equipment and parts are covered by manufacturer warranties, which vary by product.
- We are certified Rheem® dealers and will assist with manufacturer warranty claims as applicable.
- Manufacturer warranties may be voided by improper use, lack of maintenance, or unauthorized repairs.

Warranty Limitations

- Warranties do not cover damage caused by misuse, neglect, accidents, natural disasters, or unauthorized modifications.
- Regular maintenance is required to keep warranties valid.

Limitation of Liability

To the fullest extent permitted by law:

- Rogue Heating & Air shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from our services or your use of our website.
- Our total liability for any claim related to our services shall not exceed the amount you paid for the specific service giving rise to the claim.
- We are not responsible for damages to property caused by pre-existing conditions, hidden defects, or conditions beyond our reasonable control.

- We are not liable for delays or failures in service delivery due to circumstances beyond our control, including but not limited to weather conditions, natural disasters, equipment shortages, or labor disputes.

User Responsibilities

You agree to:

- Provide accurate and complete information when requesting services or submitting website forms.
- Maintain your HVAC system according to manufacturer recommendations.
- Notify us promptly of any concerns or issues with services performed.
- Use our website lawfully and not to transmit any harmful, offensive, or illegal content.
- Not attempt to interfere with the proper functioning of our website.

Website Use and Intellectual Property

Acceptable Use

- You may use our website for lawful purposes related to learning about and requesting our services.
- You may not use our website to transmit spam, viruses, or malicious code.
- You may not attempt to gain unauthorized access to any part of our website or systems.

Intellectual Property Rights

- All content on our website, including text, graphics, logos, images, and software, is the property of Rogue Heating & Air or its licensors and is protected by copyright and trademark laws.
- You may not reproduce, distribute, modify, or create derivative works from our website content without our express written permission.
- Rheem® is a registered trademark of Rheem Manufacturing Company.

Discounts and Promotions

- We offer various discounts including military, first responder, law enforcement, and senior citizen discounts.
- Discounts and promotions are subject to verification and cannot be combined with other offers unless explicitly stated.
- We reserve the right to modify or discontinue any discount or promotion at any time.

Third-Party Links and Services

Our website may contain links to third-party websites or services (such as GoodLeap financing). We are not responsible for the content, privacy practices, or terms of service of any third-party sites. Your use of third-party services is governed by their respective terms and conditions.

SMS Text Messaging Terms

By opting in to receive SMS messages from Rogue Heating & Air, you agree to the SMS Terms and Conditions outlined in our Privacy Policy, including:

- Consent to receive service-related and promotional text messages
- Standard messaging rates may apply
- You can opt out at any time by texting STOP
- Message frequency varies (approximately 1-8 messages per month)

For complete SMS terms, please refer to our Privacy Policy at <https://rogueheatandair.com/privacy-policy>.

Privacy and Data Protection

Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy at <https://rogueheatandair.com/privacy-policy>.

Dispute Resolution

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law provisions.

Dispute Resolution Process

In the event of any dispute arising from these Terms or our services:

1. **Informal Resolution:** We encourage you to contact us first to resolve any issues informally.
2. **Mediation:** If informal resolution is unsuccessful, both parties agree to attempt mediation before pursuing litigation.
3. **Jurisdiction:** Any legal action must be brought in the state or federal courts located in Jackson County, Oregon.

Indemnification

You agree to indemnify, defend, and hold harmless Rogue Heating & Air, its officers, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorney fees) arising from:

- Your violation of these Terms
- Your violation of any rights of another party
- Your misuse of our services or website

Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be modified to the extent necessary to make it valid and enforceable.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Rogue Heating & Air regarding your use of our website and services, superseding any prior agreements or understandings.

Changes to Terms

We reserve the right to modify these Terms at any time. We will notify users of any material changes by posting the updated Terms on our website with a new "Last Updated" date. Your continued use of our services after any changes constitutes acceptance of the updated Terms.

Contact Information

If you have any questions about these Terms of Service, please contact us:

Rogue Heating & Air

Phone: 541-527-0070

Email: office@rogueheatandair.com

Website: <https://rogueheatandair.com>

Acknowledgment

By using our website or services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our Privacy Policy.

