



March 18, 2009

Dear Ms. Callina,

Thank you for your email.

I am glad to see that the BBB has decided not to tell additional lies as you promised in your March 11, 2009 email.

I am saddened that you have chosen not to include the rest of your original statement:

Service Agreement

Mechanic's Heating & Air has a copy of their Service Agreement for preview on their website. Consumers should read this document carefully and understand all aspects of this 14 page document. Listed below, taken from the company's website, are some items in the document consumers should be aware of:

1. All Additional Charges do not cover unforeseen parts and labor, which may be needed after the work begins. You agree and understand that we are not always 100% positive that the work outlined on our invoice will remedy the problem or that this is the only problem with your system. Customer understands and agrees that if the work outlined on our invoice does not completely cure the problem, no refunds are allowed and additional costs will apply.
2. Customer agrees that all sales are final and no refunds are allowed. You agree we have no duty to determine when your unit has any kind of warranty whatsoever. You agree we have no duty to supply you with any warranty information whatsoever. You agree we do not have to disclose to you whether or not your unit has any warranty such as a "manufacture's warranty".
3. We offer two forms of payment – Cash or a check on a local full service bank. You agree to make your local check, drawn on a local full service bank acceptable to us, payable to our professional technician in his or her name, as their business card states. You agree to write your check out in a manner acceptable to us. *The BBB advises to always make a check out to a company name and not an employee.

4. All labor performed by this Company is warranted for 30 days or as otherwise indicated in writing on your invoice. No refunds are allowed. All Sales are Final. You agree there is no warranty on drain line leaks, refrigerant leaks, refrigerant services, refrigerant leak checks, drain cleaning services, water leaks, gas leaks, air flow repairs or services, "unit freezing up" services or repairs, "freezing" of any kind, air flow problems, filter racks, furnace doors, fan limit settings, pilot lighting services, vibration issues, vibration noises, noise, fuses, fuse replacement services, "zone" control services, "zone" control repairs or work, damper services, service call recommendations, service call findings, troubleshooting services, troubleshooting findings, troubleshooting recommendations, inspection recommendations, or replacement recommendations. You agree that there are no refunds allowed on any service call fees, "EMS" Product Fees, labor fees, services, repair services, or troubleshooting service fees in the event you or another person, firm or company differs or disagrees with our troubleshooting findings, labor services, services, or recommendations. Customer understands and agrees that we must be fully compensated at all times for our work efforts whether or not they prove fruitful, or whether or not the customer is happy with the results of such work efforts.

I was hoping that you would include all 14 pages! That way no one has any reason to complain that they were not informed of our policies.

What I find most interesting is the diligence in which you and your Company have spent investigating our \$29.95 Service Call, and then the work you invested on achieving a posting that may not get you sued, instead of taking time to warn the public that for "Hammock's" Service Call, you may also get a special BONUS: A sexual offender showing up at your home!

<http://services.georgia.gov/gbi/gbisor/SexualOffenderDetails.jsp?action=SexualOffenderDetails&sexualoffenderId=559801LB6>

Your Company needs to seriously review your priorities. All information on our \$29.95 Service Call is posted on-line for the customer's use. Why don't you spend some of the time you spend hammering us and take a few seconds to warn the public about Hammock's?

The actions of your Company are unconscionable. I truly hope you will reconsider the way you and your Company discriminates against our firm. I hope you will make the right choice and govern yourself professionally.

Remember, I would be happy to give your BBB advice on how to improve your relationships with the Business Community and how to keep the Community safer by disclosing more information to the public. I am always happy to help improve your Company!

Regards,

J.R. Adams
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