

1. Scope of Terms and Conditions. The only terms and conditions applicable to service projects are those listed here. Any extra or alternative terms or conditions in any form submitted by you (the "Customer") shall be deemed major changes, and notice of objection and rejection shall be given. By accepting or engaging [Company Name] ("Service Provider") to perform or produce any services, Customer accepts and agrees to be bound by these Terms and Conditions, except if Customer and Service Provider have agreed to sign a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a legally binding agreement between Customer and Service Provider and are referred to as "Terms and Conditions" or this "Agreement" throughout. By purchasing from, placing an order with, or otherwise, engaging the Service Provider to execute or obtain any services, the Customer is indicating their acceptance of these Terms and Conditions. Unless otherwise agreed to in writing by Service Provider and Customer, these Terms and Conditions are subject to change at any time without notice.

2. Payment Terms. Customer shall pay Service Provider according to the terms contained in the Proposal. The first 50% must be paid immediately. Within 7 days after project completion, an invoice will be issued to the client, and payment in full is expected within 14 business days from that date. \_\_\_\_\_ are all acceptable methods of payment. There will be a \$\_\_\_ late fee added to any overdue balance. Every 30 days that an invoice goes unpaid, a late fee of \_\_\_% will be added to the total due.

3. Zoning and Permits. The Customer warrants that the work contracted for complies with all applicable zoning, classification, and building codes, and the Customer agrees to provide all information required to obtain plans and permits for the work called for under this Agreement in a timely manner. The Customer shall be responsible for any additional expenditures that are not included in the Estimate but are necessary by legal authorities to get the work into compliance with the relevant code. The service provider will not be held responsible for any infractions of zoning regulations.

4. Change of Orders. If the parameters of this estimate are accepted, [Company name] will provide the services listed above. If the Customer orders additional work outside the scope of this Agreement while work is in progress, the Service Provider has the right to treat such additional work as a separate agreement and request advance payment for such additional work.

No requested modifications to the quantities, specifications, timetable, or other features of the services stated in this estimate shall be binding upon [Company Name] unless and until accepted in writing.

5. Work Schedule. In accordance with the timeline outlined in this estimate, [Company Name] will finish the work. The Service Provider shall not be liable for any failure to perform

hereunder due to labor strikes, fires, acts of God, acts of war or terrorism, unfavorable and unexpected weather circumstances, unusual delays in transportation, the Service Provider's ability to obtain materials, or any other cause beyond the Service Provider's control.

6. Substitutions. The Service Provider shall have the right, in its sole discretion, to replace comparable materials, and such substitution shall not affect the Contract Price if Service Provider is not able to source any material(s) listed in the Agreement or any Change Order.

7. Excess Materials. Any leftover materials will be considered Service Provider's property, and they will have the right to access the Property at any reasonable time to remove them.

8. Supervision Responsibility. Employing due care and skill, the Service Provider should oversee and direct the work being performed at the Customer Premises. To the fullest extent permitted by law, the Service Provider shall be fully responsible for the means, methods, techniques, sequences, and procedures of construction for all work conducted at the Customer's Property under this Agreement. The Customer shall not obstruct or otherwise interfere with the Service Provider's employees or agents engaged in the performance of the Agreement.

9. Limited Warranty. Beginning on the date services are completed, and for the time specified in the Agreement, Service Provider will warrant such services and the work performed on them against faults in workmanship and/or materials ("Warranty Period").

The Service Provider shall not be liable during or following the Warranty Period for any:

- (a) damage brought on by regular use or mistreatment;
- (b) defects caused by inherent properties of the materials used;
- (c) injury, harm, or loss due to bad weather.

Customer acknowledges that if Customer chooses a Warranty Period longer than two (2) years, Customer agrees to maintain annual service agreements with Service Provider for the full duration of the Warranty Period and that Service Provider shall not be liable for warranty repairs throughout the Warranty Period in the absence of such annual service agreement (s).

This limited warranty is in lieu of any and all other guarantees, whether explicit or implied, representations made by Service Provider, and any and all other responsibilities or liabilities related to the Services performed at the Property. In addition to any express warranties, Service Provider disclaims any implied warranties, whether express or implied, including, but not limited to, any implied warranty of workmanlike construction, any implied warranty of habitability, any implied warranty of fitness for a particular purpose or use, and/or any implied warranty of merchantability.

Service Provider shall not be liable to Customer under any circumstances for any lost time, lost use, inconvenience, or other incidental or consequential damages that may come out of or in connection with this Agreement. This warranty is null and invalid if any unauthorized repairs are made to, or attempted on, the product.

10. Personal Property. If the Customer leaves valuables in or around the site, the Service Provider will not be held liable for any losses or damages.

11. Insurance and Waiver of Subrogation. The Customer agrees to carry property insurance for the full replacement cost of the building, including the amount of the work to be undertaken under this Agreement. This policy will protect you against the financial fallout of disasters like fire, theft, overage charges, vandalism, and intentional damage. Both the Customer and the Service Provider release each other from any claims arising out of losses covered by the insurance policy, regardless of who was at fault.

12. Indemnification. For any and all losses, costs, expenditures, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest, and causes of action, including, but not limited to, administrative and legal costs and reasonable attorneys' fees, Customer shall indemnify, defend, and hold harmless Service Provider and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers.

This involves the following:

(a) injury to or death of any individual, or damage to or destruction of any property, except to the extent caused by the sole negligence or willful misconduct of Service Provider; and

(b) Customer's breach of the terms of the Agreement.

13. Severability. In the event that any provision of this Agreement is held to be invalid, unenforceable, or otherwise adverse to public policy, just that provision shall be severed and the remaining provisions shall continue in full force and effect.

14. Performance. Service Provider may terminate this Agreement upon seven (7) days written notice to Customer if Customer fails to perform any of Customer's responsibilities hereunder or if Service Provider, in good faith, deems that the prospect of payment or performance to be impaired, in which case Service Provider shall maintain all mechanic's lien rights and the right to payment for the entire amount of work completed plus fair overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

15. Tax: All federal, state and municipal taxes associated with the transaction covered by this estimate are the sole responsibility of the Customer. A valid tax exemption certificate is required before any tax exemptions may be applied for or honored.

16. Entire Estimate. This estimate is not binding. The estimated cost is based on the client's detailed description of the project's needs. After finalizing all aspects of the project, the estimated cost may change. Whenever there is a price adjustment, the customer will be notified in advance.

Until [date], this estimate shall remain valid.