

# SERVICE - TERMS AND CONDITIONS

PLEASE PRINT CUSTOMER NAME AND ADDRESS HERE:

Definitions: (Customer) is the property owner(s), tenant(s) of said property or affected properties, and any employees, guests or agents of property owner(s) or tenant(s). (Contractor) is Duraspec, Inc., Robert's Electric Service, Inc. or Hillcrest Electric, Contractor, it's employees, personnel, agents or subcontractors used by or in association with, but not limited to, work, deliveries, inspections or estimates being done in the interest of or by the request of Customer.

## 1) SITE CONDITIONS:

a) If Contractor requires access to other properties in the course of work, Customer shall secure permission and access for such and hold harmless and indemnify Contractor and its employees and agents against all actions and consequences arising or relating to the use of said properties, including but not limited to damage done in the normal course of work, excluding gross negligence, and for securing said property and its contents during and after work.

b) Customer shall secure, remove and/or protect all property and its contents, including but not limited to adults, children, animals, cabinets, fixtures, automobiles, personal property, walls, tiling, drapes, furniture and vegetation during and until completion of work and power-down all computer systems or other electronic or automatic systems, their components and protect their files while Contractor is on the property and hold harmless and indemnify Contractor and its employees and agents against all claims arising from Customer's failure to do so. **[Protect your collectibles from vibrations!]**

## 2) LIMITED WARRANTY – EXTENDED WARRANTY:

a) Contractor warrants its materials and workmanship to be free from defects for one year unless specified in a separate written warranty plan. This warranty does not cover faults caused by misuse; negligence or damage caused by acts of God or nature including but not limited to earthquakes, lighting, or other natural or unnatural disasters. In the event that a manufacture offers a warranty, said warranty shall negate and supersede Contractor's warranty.

b) Customer shall telephone or otherwise notify and communicate with Contractor within twenty four (24) hours of discovery of any warranty claim. Contractor will respond with reasonable promptness between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

c) Contractor shall not be liable for electrical or other damages relating to adults, children, animals, automobiles, drywall, stucco, roof, carpet, tile, floor, wall, windows, fixtures, plumbing, furniture and personal property from any defect or delay in responding to said warranty. Customer must take reasonable steps to decrease or eliminate the possibility of damage or damages.

d) Contractor shall not be liable for lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by the warranty in its entirety.

## 3) UNFORESEEN CONDITIONS:

a) If conditions or circumstances are encountered at the job site which are (1) concealed physical conditions, or (2) unknown physical conditions of an unusual nature, which differ materially from that which is visually ascertained, Customer agrees to accept responsibility for such conditions and those circumstances outside the control of the Contractor and further agrees to pay for labor or materials, including repair to damaged equipment of Contractor caused by such conditions or circumstances.

b) It is the intent of this provision to make the Customer responsible for all (1) unforeseen and concealed conditions, and (2) for that which the Contractor cannot control. Accordingly, Customer further agrees to hold Contractor harmless and shall indemnify and defend Contractor and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees or consequential damages, arising out of or as a result from the performance of Contractor's work involving, affecting, or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by the Contractor.

c) **Asbestos or other Hazardous Materials** – Contractor has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the Customer's property and has not conducted an investigation in connection herewith. Contractor does not perform asbestos or other hazardous materials or substances removal and Contractor shall have no responsibility whatsoever and Customer expressly releases Contractor from any liability whatsoever and from any claims arising out of its presence, release or removal and for any costs, losses or damages Customer may suffer or sustain if it is found to exist on the Customer's property. In the event asbestos or other hazardous materials or substances are found to exist on the Customer's property or if, in order to obtain a building permit for work to be performed by Contractor any remedy, action or work, including investigation required to be performed on the Customer's property concerning asbestos or other hazardous materials or substances shall be at Customer's sole expense. All work by Contractor will cease until such time as Customer has, at Customer's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.

d) Customer shall secure work site and prevent entry thereon by adults, children and animals. Contractor is not responsible for any and all damages resulting from the electrical work including, but not limited to adults, children, animals, automobiles, drywall, stucco, roof, carpet, tile, floor, wall, windows, fixtures, plumbing, furniture, personal property and hidden conditions. Indemnification: Customer promises to indemnify, defend and hold Contractor, harmless from and against any and all losses, claims, expenses, damages, or liabilities of whatever kind or nature which may arise during the course of this binding covenant between Customer and Contractor.

**I have reviewed this page - Customer initial:** \_\_\_\_\_

**4) SOLUTIONS NOT PERFORMED:**

a) If suggested options are not chosen by the Customer and a failure is experienced, the Contractor is held harmless.

**5) LICENSE, PERMITS and FEES:**

a) Customer shall furnish and pay for, at their own expense, all taxes, permits and license fees required to legally perform any and all work unless otherwise stated in writing.

b) Access to the property for an agent of administrative authority (i.e. City Building Inspector) must be provided within reasonable time. Should reasonable access not be provided, it may result in additional charges to the Customer.

c) If at any time the administrative authority asks for or requires additional work not described in our agreement, the work is the responsibility of the Customer. Contractor will provide an additional Flat Rate Price for such work plus materials.

d) All notices related to the work performed by the Contractor which are sent to the property or Customer must be forwarded to the Contractor at the business address or faxed and confirmed and a reasonable amount of time allowed for processing.

**6) PAYMENT:**

a) Payment for the work described herein shall be immediately due upon completion of the work. If the work described herein exceeds Five Hundred Dollars (\$500.00), then progress payments shall be made based on percentage of completion or weekly payments as determined by Contractor, which shall be due and payable as outlined herein, unless otherwise specified in writing.

b) No deduction shall be made from payments due Contractor on account of penalty, liquidated damages, back-charges for alleged defective work, or other sums withheld from payments to other contractors or on account of the cost of charges or defects in the work. Furthermore, Customer agrees and recognizes that payment for services rendered by Contractor when due is an express condition precedent to Contractor continuing work as described in this agreement. Customer recognizes that the failure to pay for services when due shall entitle Contractor to terminate work immediately. In the event that Contractor terminates work for non-payment as herein described, Contractor shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit and all other compensation as allowed by law.

**7) RIGHT TO TERMINATE IN THE EVENT OF DISPUTE:**

In the event of a dispute between Contractor and Customer, Contractor and Customer agree that the Contractor may immediately terminate the work described herein. In the event of such termination, Contractor shall be entitled to payment for all services rendered including costs of all labor, materials, reasonable profit and overhead. In the event of cancellation by Customer after Agreement has been signed and expiration of any legal wait period, Contractor is entitled to a minimum fee of 10% or \$1000.00 whichever is less. In the event of cancellation by Customer after work has commenced, Contractor is entitled to 10% or payment for services and/or work performed, whichever is more.

**8) NOTICE OF DEFECTIVE MATERIALS OR WORKMANSHIP:**

a) Upon completion of work, Customer agrees to exercise due diligence in inspecting the work for defective materials and/or workmanship. Customer agrees to notify Contractor within forty eight (48) hours of completion of the work described herein of all defective work, if any. Customer agrees that upon discovery of any allegedly defective work, Customer shall immediately telephone or otherwise notify and communicate with Contractor, who shall have the first opportunity to repair the allegedly defective work. The failure to allow Contractor the first opportunity to repair the allegedly defective work shall void all warranties, express and implied herein. Customer agrees and recognizes that they shall not withhold any payment for allegedly defective work. Contractor is not responsible for reimbursement for work performed by any other company or individual.

**9) SERVICES NOT COVERED:**

a) Contractor will not perform any other work or trade than electrical, electronic or wiring and fixtures, including but not limited to carpentry, plaster/wall work, paint, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing.

**Note: Unless stated in writing, paint, plaster, drywall, patching, stucco, and landscaping is the responsibility of Customer.**

**10) SCOPE OF THIS ENDURING AGREEMENT:**

a) This agreement represents the entire and integrated agreement between Customer and Contractor and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may be amended only by written instrument offered by Contractor and accepted by Customer.

**I have read and/or will read these Terms and Conditions within the first 15 minutes of the Contractor's time on the job site and will see that the items herein are complied with to facilitate work being done in the best interest of the Customer but also in a safe and acceptable manner. If within the first 15 minutes of the Contractor's time on the job site I do not agree with any items herein then I will notify the Contractor to immediately stop work and notify the Contractor's office at (619) 757-7500 with my decision and any comments or questions. If I request work stoppage at any time I will pay for all services thus rendered including materials, trip, time and parking charges as per Contractor's standard pricing schedule. If I am not the owner of the property to be worked on I certify that I have the authority to sign as Agent of Owner.**

Print Name: \_\_\_\_\_

**>>> Thank you! Robert & Crew <<<**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

One copy for Customer and one for office.

Copy is retained for future work requests.

**If you have any questions regarding these Terms and Conditions - Please call our office at (619) 757-7500.**

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