

JDM SITE SERVICES LLC

CONTRACT TERMS AND CONDITIONS

Upon execution of this contract (signature and date) you are agreeing to the full terms and conditions as follows:

1. Contract pricing is contingent of the total cost of agreement. If the entire job is not accepted, pricing is subject to change for individual services listed on the proposal
2. JDM obligation to notify the owners in advance of the date and time when its employees will arrive at the property to begin the work described in this agreement shall not be mandatory unless specifically requested by owner through the signed contract, email replay, voice mail or phone call. JDM shall attempt to meet all performance dates, but shall not be liable for damages due to any delays. The customer shall not be relieved of his/her responsibility due to delays.
3. Crew employees are not authorized to make contractual changes. Only JDM sales representative or members of Management are authorized to make changes to the agreement
4. Customer is required to notify JDM of cancelation or postponement prior to crews being dispatched, if notification is not received prior to dispatch travel charges will be invoiced.
5. Minor incidental damage to driveways, sidewalks and turf areas will be minimized, but may occur, especially if a crane use is necessary.
6. JDM is not responsible for damage to underground or unseen mechanical systems such as (irrigation, sprinklers, wiring, drainage etc.)
7. JDM is not responsible to haul/clean up shavings from any stump grinding services.
8. JDM is insured for liability and Workers Compensation Insurance which includes all JDM employees.
9. This proposal may be withdrawn by JDM if not accepted within 30 days.
10. Payment of this contract and any additional Work Orders that apply will paid upon completion of job for residential customers, and net 30 days upon completion of job for commercial customers. All invoiced work subject to Terms and Conditions of contract.
11. Should the amount due not be paid in full as set forth, a service charge of 1.5% per month (annual percentage rate of 18%) will be added to accounts if not paid within 7 days after completion of job for residential accounts, and 30 days after completion of job for commercial accounts. Should any sum be collected by or through an outside source, the customer is responsible for all cost associated with the collection including, but not limited to attorney fees, lien filing fees and court cost.
12. If your property contains bees/hornets/yellow jackets, etc. in the work area's and control is required through treatment (spraying). If spraying is necessary additional fees will apply.
13. With respect to our Customers, any and all complaints must be submitted to JDM office via email, mail or fax.
14. No modifications or amendments to this agreement shall be binding on the parties unless agreed and upon in writing and signed by all parties listed on the agreement.
15. This writing constitutes the entire agreement between the parties. Therefore, all prior discussion and other communication, included voice mails, emails are hereby merged into the agreement memorialized by this writing and shall not be enforceable except as expressly stated in, or clearly implied, by this writing.