

Small Shovel Big Solutions

Terms and Conditions Agreement

WARRANTY

All products supplied by Small Shovel Big Solution are covered under our warranty. Small Shovel Big Solution stands behind the quality of its products. However, Small Shovel Big Solution cannot be held responsible for items supplied by others, except for materials supplied directly by Small Shovel Big Solution. Any materials or parts supplied by others must be present on the job site as agreed upon. Alternatively, a change order may be issued for extra time spent and mobilization costs to procure absent materials at Small Shovel Big Solution's discretion. Our warranty covers all parts and labor supplied by Small Shovel Big Solution for one year, ensuring they are free of leaks and properly installed.

SCOPE OF WORK

Any deviations from the plans/specifications or the proposal outlined herein, which result in extra costs for materials or labor, will only be carried out with the written consent and acceptance of both parties. Such deviations will incur additional charges beyond the sum stated in this contract. The customer agrees to pay for materials, labor, equipment, rentals, and other expenses at Small Shovel Big Solution's rates upon project completion. Small Shovel Big Solution and its representatives are not liable beyond the scope of their work. Quoted prices are valid for 30 days and are in line with our construction policy agreement as noted on the project quote. Small Shovel Big Solution assumes no responsibility for property damaged by others during the construction process unless specified as a repair line item in the estimate.

CONTRACT

Commencement of work is contingent upon the completion of three essential steps: the approval of an agreed-upon Scope of Work/Estimate by the customer, the signing of this Terms and Conditions Agreement; and the submission of a 50% deposit accompanying these documents. Together, these elements establish the groundwork for the commencement of the project. Upon submission of the deposit, the customer acknowledges acceptance of the Scope of Work/Estimate along with the Terms and Conditions, thereby entering into a legally binding contractual agreement. Approval of the Scope of Work/Estimate and a deposit serve as prerequisites for the agreement's legality. Customers engaging Small Shovel Big Solution for

projects not specified within this agreement are held accountable for services rendered based on the terms outlined herein. All contractual obligations are susceptible to external factors beyond our influence, such as accidents, scheduling adjustments, weather, strikes, or delays, among others. The owner or developer of the building assumes responsibility for fire and theft insurance. By endorsing this estimate, the customer explicitly agrees to abide by all terms and conditions delineated within.

DESIGN SCOPE/BLEUPRINT

A comprehensive Design Scope or Blueprint is fundamental for many projects, particularly those involving intricate landscaping or collaboration with other designers. While Small Shovel Big Solution offers blueprint drawing services at a rate of \$135 per hour, it's important to note that not all projects require this level of documentation. Should you choose to work with a designer, we can accommodate and integrate their plans seamlessly into the project. However, it's imperative to specify any required standards or specifications within the Design Scope or Blueprint. Small Shovel Big Solution cannot be held accountable for standards not explicitly outlined within these documents.

UTILITIES

Public utilities marked by locating companies (811) according to state law will be handled by Small Shovel Big Solution. Homeowners are responsible for locating private utilities themselves or through private locators. Any damage to private lines caused by construction activities will be the responsibility of the homeowner if the lines are not marked within +/- 24 inches of their actual location.

SCHEDULE

Scheduling initiates upon receipt of a 50% deposit applied to the project invoice. The project start date is subject to plus or minus 30 days due to weather and other potential setbacks, including change orders on existing Small Shovel Big Solution projects.

CHANGE ORDERS

Change orders are subject to a minimum \$100 service fee, exclusive of additional costs incurred by the project. Small Shovel Big Solution cannot be held responsible for extra work or materials

resulting from code changes or the scope of work mandated by inspectors, local authorities, contractors, or homeowners. Any deviations from the scope of work described in the estimate will result in a change order at a time and materials rate unless otherwise agreed upon in a new estimate between the client and Small Shovel Big Solution. Delays caused by items provided by other sources not being on-site at the designated time may result in additional charges.

PAYMENT

Payment for the project is as stated in the Scope of Work/Estimate. Small Shovel Big Solution typically requires 50% upfront before project commencement and 50% upon completion. If the client delays payment until project completion, payment must be made within 30 days of the invoice date. Late payments may result in an intent to lien, and liens may be placed on the property. The undersigned parties will pay All attorney's fees, along with a 5% per month charge on outstanding balances after the first 30 days. Credit card and debit card payments will incur a 3% fee. Final payments are due immediately upon the terms and conditions outlined herein.

SIGNATURE

In conclusion, we at Small Shovel Big Solution are committed to delivering exceptional quality and service to our valued customers. By signing below, you acknowledge your acceptance of the terms and conditions outlined in this agreement. We look forward to working with you to bring your project to fruition and ensure your utmost satisfaction. Should you have any questions or require further clarification, please do not hesitate to reach out to us. Thank you for entrusting Small Shovel Big Solution with your project.

Client Signature: _____

Date: _____