

TERMS AND CONDITIONS

1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may, in its sole discretion, engage subcontractors to perform work hereunder.
4. Contractor shall be responsible to compensate subcontractor for all materials and services provided and remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Customer appropriate release or waivers of lien for all work performed or materials provided after phase billing and/or final billing is paid.
6. Contractor has the right to place a lien on property that owes monies and considers this notification of such rights to lien said property according to law.
7. All Change Orders and/or Additional Work Authorizations can be in writing or verbally approved by owner, contractor or his representative along with required deposit, if needed.
8. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
9. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
10. Contractor may in its sole discretion, charge a cleanup fee if house is not free of debris and in a broom swept condition during our phase of work.
11. Contractor agrees to remove all debris and leave the premises in a broom-clean condition before leaving jobsite.
12. Contractor may, under certain circumstances, charge a travel and/or set up fee if job is not ready or accessible.
13. Contractor at any time can request payment on phase completed.
14. In the event Customer fails to pay any periodic or installment payment due hereunder, contractor may cease work without breach of the contract. Customer will be liable for all expenses incurred to collect monies due and consider this notification of such rights to lien property according to law.
15. A convenience fee of 4% will be added to amounts charged to credit cards. 1.5% per month finance charge on invoices past due 30 days (18% APR). \$30.00 return check charge for all payments returned.
16. Contractor shall not be liable for any delay due to unforeseen circumstances beyond its control.
17. Contractor shall not be responsible for damage done to drywall in the event that work is not arranged prior to drywall being finished.
18. Contractor shall not be responsible for damage done to inside walls of retro fit houses, such as cracks, bowed or popped walls, due to improperly installed drywall, sheeting, paneling, etc.
19. Deposits required for the purchase of materials, will be non-refundable in case of job cancellation.
20. Customer agrees not to post derogatory comments on the internet or make any written or verbal disparaging or derogatory statements about the company to any person or entity, including without limitation, any referral service, federal, state or local government agency, the Better Business Bureau, Angie's List, any boards, current or potential customers of the company. This non-disparagement provision may be enforced by injunction or damages or both as necessary to protect the company's interests.
21. Choice of Law: This agreement and the rights and obligations of the Customer and Contractor shall be governed and construed in accordance with the laws of the State of Ohio applicable to agreements made within and to be performed entirely with such state.
22. Choice of Forum: The Customer and Contractor hereby agree that the Municipal or Common Pleas Court of Fairfield County, Ohio shall have sole and exclusive jurisdiction over any disputes arising under this agreement.