

YardWorks, Inc. Terms & Conditions

1. Special Notes / Additional Terms:
 - A. Customer may add services at any time to their agreement from the list of services, upon request. At the completion of any such additional services, customer, owner or their representative will receive an invoice for the additional services.
 - B. The contract prices for services are based on the services that the customer, owner or their representative has selected. YardWorks, Inc. (YWI) will not change the contract price during the applicable year, unless additional services are requested and agreed upon or scope of work changes.
 - C. Customer, owner or their representative may choose to pay the remaining balance at any time in full without penalty. Simply total the remainder of your coupons and send them in with the payment. However, you will only receive a 10% (ten percent) discount by pre-paying annually. (Only applies to lawn maintenance customers)
 - D. Estimates: Estimates are approximations on what a specific job will cost. When YWI gives an estimate, the customer should understand there are complications that are unforeseen. ALL Estimates are NOT a NOT TO EXCEED Price.
 - E. Invoices are net 15 (fifteen) from the date on the invoice. Any payments not received within 15 (fifteen) days from the date on the invoice are subject to a 3.00% or highest allowable by law finance charge and such finance charges are compounded monthly. This finance charge will go into effect at the end of the current month. Terms of this contract can change without notice. Any payments not received within two (2) months will be considered noncompliant and turned in to the District Magistrate or Court of Common Pleas, Collections, and/or Legal. YWI is not required to send you a statement every month. If you would like a statement, please call and one will be sent to you.
 - F. A fuel surcharge may apply to all services.

Per-Time customers need to call (814) 265-1391 as soon as possible to be added to our customer list.
2. Details of Project or Work: YWI will perform the services as requested and selected above and said project or work shall include the following labor and materials (Fill in on separate sheet of paper only if applicable):
3. Addendums (Change Orders): If a change to the work or services provided under this Contact is deemed necessary, the owner, customer or their representative agrees to sign and execute a written Change Work Order for any changes or additional work being requested, and such written changes shall be called a "Change Order", and that Change Order shall be signed and dated by both parties before it becomes binding and before YWI shall be required to perform any additional work or services. Substitutions/alternatives may be made as seen fit by the contractor during the execution of the addendum. Monies allocated for addendums may be allocated to additional addendums as the project progresses. Any additional monies or payments due for additional work under a Change Order shall be made in accordance with the elected payment option in this agreement, unless otherwise specifically provided for in the Change Order. Additional costs may incur due to delays for Change Orders.
4. Permits: The customer, owner or their representative shall be responsible for obtaining and providing the necessary permits that may be required by government agencies, local municipalities, or other offices before any landscaping, excavation or other landscape construction work is commenced. Any zoning permits, building permits or variances must be applied for and obtained by customer or owner before the commencement of the landscaping, construction, and/or excavation work. If YWI is requested or required to obtain any permits or other approvals for the work, then customer or owner shall be responsible for those additional costs or expenses for the same.
5. Indemnification. The owner/customer shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services.
6. Disclaimer / Permission for Advertising. Customer/Owner (representative) agrees that YWI shall be permitted to take photographs or video of the premises or property of the Customer/Owner, and that YWI shall be permitted to use the same in any advertising or promotion of the business of YWI, for the purposes of advertising and soliciting business for new customers, with YWI having permission to use such photographs, video or other appropriate means to advertise the work done for Customer/Owner, either by newspaper, trade magazine, billboard, internet, television or other advertising that YWI deems appropriate, with it being provided that YWI will not provide any personal information regarding Customer/Owner in its advertising (with the exception that YWI may disclose the name of a business where work was performed).
7. Disputes. Any disputes arising from this contract which have not been settled between the parties shall be subject to the laws of Pennsylvania and any legal action shall be handled through the Jefferson County Court of Common Pleas or the local Magisterial District Court or Jefferson County Court House. In the event that YWI is required to take legal action against the customer, owner or their representative for any failure to make payment or any other breaches of the within contract, YWI shall be entitled to recover all outstanding monies due, with legal interest, as well as reasonable attorney's fees, Court costs, Filing Fees or any other costs incurred by YWI in collecting the monies due and any legal action taken by them. Under Pennsylvania Mechanic's Lien Law and other applicable law, the Contractor or other person or entity that helps to perform the work on your property or perform work under this contract, but is not paid for his or her work or supplies, has the right to place a lien on your home, land, or property where the work has been performed or to sue you in Court to obtain payment. This means that after a Court Hearing, your home, land, and property could be sold by a Court Officer and the proceeds of the sale could be used to satisfy what you owe to the Contractor.
8. Life of Agreement. This Agreement shall be in effect from the date it is signed until December 31, of current year, unless the parties mutually agree to extend the term of the Agreement for an additional year thereafter. The terms of this contract may change without notification. Customer agrees to all changing terms and conditions set forth in this contract and its future changes. Customer is under contract for said amount of time and agrees to abide by the terms of this contract and any future updates being made.
9. Payment.
 - A service charge of \$100.00 will be charged for any returned check.
 - A credit card with a current expiration date must be on file. Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer. Should customer not pay invoice in total customer authorizes the charge of their credit card.
 - Purchasers shall be responsible for all costs of collection or legal action taken against purchasers for a breach of this contract or failure to pay, including without limitation, Court costs, Filing fees, reasonable Attorneys' fees or any other costs incurred by YWI in the event that it becomes necessary for YWI to resort to legal measures to collect any amounts owed under this agreement or any other breaches of this agreement.
10. Provision for Default and Cancellation. Either party may terminate this agreement at any time with a 30 day advance written notice. Cancellation date will be the day such notice is received. In the event of cancellation, the customer will be responsible for all costs of services and material rendered/ordered up to the cancellation date. An early cancellation fee will apply to each service, fifty percent (50%) of total contract price with a \$250 minimum, and a final invoice will be sent to the customer within 30 days after notification for balance due on each service. There will be No Refunds issued for unused time or services set forth by this agreement.
11. Rock, Water, & Coal Clause.

Price for service including but not limited to; excavation, boring, trenching, and auguring, are for favorable working conditions. If conditions such as, but not limited to; rock, coal, clay, excessive rain fall, aquifers, high water table, archeological items, existing or abandoned construction elements and sink holes or any other unforeseen problems requiring additional materials, time and labor, the responsible individual will be notified and any additional costs will be added to the invoice.

If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a surcharge to the Contractor in time or materials, the Contractor will be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order. Furthermore, the Contractor will not be held responsible for any damage to the following: Underground Sprinkler heads - Underground irrigation piping - Television Cable - Phone Cable - Low Voltage Cable, Cesspools/Septic Tanks or any buried utilities and/or services not installed in accordance with local building codes or common practices.

The owner will clearly identify boundaries of the property, shall provide surveys of the property describing physical characteristics, legal limitations and utility locations and/or cause the property to be staked if reasonably requested by the Contractor. The owner is obligated to provide notice of all concealed conditions, and shall provide and pay for water and electricity to the property.

Underground construction involves risk of damage to existing underground infrastructure in addition to the possibility of encountering unexpected subsoil conditions including, but not limited to, rock, coal, clay, excessive rain fall, aquifers, high water table, archeological items, existing or abandoned construction elements and sink holes. Reasonable effort has been made to locate or predict said risk but no warranty is expressed or implied as to what will be discovered or encountered during construction. Proposal is an estimate only and is based on similar projects where adverse conditions were not encountered. Any such adverse conditions which arise during construction will require additional work which will be billed at time and materials above and in addition to the amount shown on this proposal. By accepting this proposal, customer agrees to these potential additional charges which may include work by others, when necessary, in the opinion of the contractor.