



Bob's Garage Doors LLC
ID Contractors #RCE-5739
WA Contractors #BOBSGD995RC

Terms & Conditions

These Terms and Conditions of Bob's Garage Doors LLC (the "Terms and Conditions") are incorporated into every Customer contract, quote, estimate or other written proposal of work of Bob's Garage Doors LLC (the "Contractor"). Customer is defined to be a homeowner or other contractor who has entered into a written or verbal contract with Contractor to perform work. The Terms and Conditions are not transferrable or assignable.

- 1. Services.** Contractor will perform all services for Customer in accordance with generally accepted industry standards of other competent contractors performing the same or similar services in the state where the services are performed.
- 2. Estimates.** Any estimate provided to Customer is effective for thirty calendar (30) days from the date of issuance. After the expiration of the 30-day period, Customer may be required to obtain a new estimate from Contractor. Estimates do not include any painting or touchup desired by Customer or later requested alterations or deviations from the original scope of work.
- 3. Acceptance/Approval.** To become a binding contract all estimates must be approved in writing by the Customer. Approval in writing may be made by email, Housecall Pro, or other writing. Written approval is necessary for an Order or Work Order to be scheduled for installation. Any changes/cancellations made or requested after approval or acceptance by Customer are subject to acceptance by Contractor and/or additional Customer approval of any applicable charges or fees. All written approvals subject the estimate, quote or other written proposal to these Terms and Conditions.
- 4. Special Order.** In the event Customer places a special order, it is Customer's responsibility to inspect the order to verify the product ordered is correct. Upon arrival of the materials, if Customer is not satisfied with the product when delivered for reasons other than damage, Customer must pay any costs associated with the exchange of materials, including any difference in price for the new materials and any restocking fee Contractor may apply.
- 5. Payment Terms.** Upon final installation, full payment must be paid immediately upon completion of work and receipt of invoice.

6. **Delinquent Account.** If a delinquent account is turned over for collection, Customer will be responsible for all costs of collection, including, but not limited to, collection agency fees, attorneys' fees, and court costs.
7. Interest at the rate of 1.5% per month may be added to accounts after 30 days, with a minimum of \$5.00.
8. All accounts 90 days past due are subject to have a lien placed on the property IAW Idaho Code Title 45, Chapter 5 and Chapter 60.04 RCW or other applicable State Lien Codes.
9. **No Withholding of Payment/Termination for Non-payment.** Customer shall not withhold or make any deductions from payments due Contractor on account of penalty or back charges for alleged defective 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 herein described in this Agreement. Customer recognizes failure to pay for services when due shall entitle Contractor to terminate work immediately. In the event 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, and all warranties of Bob's Garage Doors LLC will be void.
10. **Site Conditions.** If Contractor must obtain access to other properties in the course of work, Customer shall secure permission 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 negligence, and for securing said property and its contents during and after work.
11. **Customer's Responsibility to Clear and Secure the Worksite.** Before and during Contractor's work, Customer shall secure, remove and protect all persons and property, and any contents thereof from the worksite, including but not limited to adults, children, animals, cabinets, fixtures flooring, walls, tiling, carpets, drapes, furniture, vehicles, and vegetation during and upon completion of work, and shall hold harmless and indemnify Contractor, its employees and agents against all claims arising out of Customer's failure to do so.
12. **Limited Warranty**

13. Contractor warrants its materials and workmanship to be free from defects for five (5) years in residential and one (1) year in commercial settings from the date of delivery or installation, whichever is earlier, for new installations, provided the materials are manufactured and/or installed by Contractor.
14. Contractor warrants its materials and workmanship to be free from defects for one (1) year in both residential and commercial settings from the date of delivery or installation, whichever is earlier, for repair work, provided the materials are manufactured and/or installed by Contractor.
15. This warranty does not cover defects caused by installation that varies from the manufacturer's recommended instructions if such variance is necessitated by Customer's site conditions as determined by Contractor, and such variance is acknowledged and agreed upon by Customer. Additionally, this warranty does not cover any abuse, misuse, negligence, or acts of God. Further, any modification to Contractor's products by anyone other than Contractor or an authorized agent will void this warranty.
16. Contractor's materials subject to this warranty may only be painted with 100% acrylic latex paint with a Light Reflective Value (LRV) of 55 or higher. Customer acknowledges that Customer has received the manufacturer's finishing instructions and Customer or Customer's painting contractor assumes all responsibility for following the manufacturer's painting recommendations that apply. Contractor shall not be responsible for or warranty any painting performed by anyone other than the manufacturer.
17. In the event a manufacturer offers a warranty, such manufacturer's warranty shall preempt, supersede, and negate Contractor's warranty.
18. In resolving or fulfilling any manufacturer warranty claims, full labor charges for repair or replacement by Contractor may still apply if the labor warranty period has expired.
19. All claims under this limited warranty must be made in writing to Contractor within twenty-four (24) hours of discovery. The remedy provided under this limited warranty is limited to repair or replacement of the non-conforming part or parts of defective materials, which decision is vested in Contractor's sole discretion. Further, Customer shall allow Contractor the first opportunity to repair the alleged defective issue. Failure to give Contractor the first opportunity shall void this limited warranty.

20. Upon notification of a defective condition, Contractor will respond with reasonable promptness between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

21. THIS LIMITED WARRANTY IS THE ONLY WARRANTY BY CONTRACTOR TO CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

22. **Prompt Customer Inspection.** Upon completion of the work, Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials, including but not limited to damaged or missing components. Customer will notify Contractor of any defect within forty-eight (48) hours of completion of work and will give Contractor the first opportunity to repair the defective work. Failure to notify the Contractor of a defect within 48 hours following Contractor's completion of the work constitutes an acceptance of the work as complete and free from any defects. Further, failure to allow Contractor the first opportunity to repair the alleged defective work as contemplated in this Section 12 shall void all warranties, express and implied hereunder. Customer agrees and recognizes that Customer shall not withhold any payments for alleged defective work. Contractor is not responsible for reimbursement for work performed by any other company or individual.

23. Unforeseen Conditions.

24. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, or unknown physical conditions of an unusual nature which differ materially from that which is visually ascertained, Customer accepts responsibility for such conditions and related circumstances outside the control of Contractor and Customer further agrees to pay for any labor or materials, including repair to damaged equipment of Contractor caused by such conditions and/or circumstances.

25. **Unforeseen Conditions.** It is the intent of this provision to make Customer responsible for all (1) unforeseen and concealed conditions, and (2) for that which Contractor cannot control. Accordingly, Customer further agrees to hold Contractor harmless and shall indemnify and defend Contractor and all of its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out or as a result

from the performance of Contractor's work involving, affecting, or relating to such unforeseen or concealed conditions.

26. **Additional Work.** In the event Contractor performs any additional work not related to its original contract, Contractor will provide an additional charge for that work, and Customer agrees to promptly pay Contractor as outlined herein, for the additional work. Further, any changes made after any materials are ordered, is the sole responsibility of the Customer.
27. **License, Permits, and Fees.** Customer shall furnish and pay for, at their own expense, all taxes, permits, and license fees required to legally perform the contract work in accordance with this Agreement.
28. **Limitation of liability.**
29. Contractor shall not be responsible for any direct, incidental, or consequential damages causing either bodily injury or property damages, regardless of the cause. Notwithstanding any language to the contrary contained in this agreement, Contractor's liability to Customer shall not exceed the total of any payments made by Customer for goods and services provided.
30. Contractor is not responsible for the following: (a) Site conditions, including, but not limited to, the location or availability of electrical supply, the size of the door opening, concrete or asphalt in the structure or drainage, water infiltration problems, etc.; (b) Nonperformance or delays in performance due to causes beyond its control, including but not limited to, work stoppages, fires, floods, civil disobedience, riots, government requirements, strikes, material shortages, product deliveries, acts of God and similar occurrences, etc.; (c) lost or stolen components; or (d) any issues which arise due to Customer's faulty electrical wiring which causes the equipment to malfunction.
31. **Hold Harmless and Indemnity.** Customer agrees to indemnify and hold harmless Contractor from any claim, demand, cause of action, suit, debt, account, controversy, administrative action, loss, damage, liability, obligation, cost, expense (including but not limited to attorney fees), or other action, investigation, or review taken by any professional organization, licensing board, third party payor, or other person against Contractor arising from, based on, or related to, any negligence by Customer or Customer's agents or unforeseen condition at the Customer's worksite. Customer shall reimburse Contractor for Contractor's reasonable costs and expenses within 15 days of receipt of any bill, including attorney fees, incurred

directly as a result of any Customer's or Customer agent's negligence or unforeseen condition at Customer's worksite.

32. **Services Not Covered.** Contractor will not perform any other work or trade other than that which is specified herein, including but not limited to carpentry, electrical, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing. Nor will contractor do any painting or touch-up work to the jams where wood "trim" or wood stop molding must be removed in order to install the materials. Unless otherwise stated, paint, plaster, stucco, and landscaping are the responsibility of Customer.
33. **Termination by Contractor.** This agreement may be terminated by Contractor for the following reasons: fraud and/or material misrepresentation by Customer, Customer's failure to make a payment required under this agreement, or Customer's failure to promptly pay for any goods and services, whether or not those goods and services are included under this agreement. Termination of this agreement by Contractor does not release Customer of any of its obligations hereunder. In its sole discretion, Contractor may withhold any prepaid amounts by Customer and offset same from any amounts owed by Customer to Contractor.
34. **Governing Law, Jurisdiction and Venue.**
 35. This agreement will be governed and interpreted by the laws of the State of Idaho. Any portion of this agreement, which is declared void shall be deleted and shall not render the remainder of this agreement void.
 36. Any litigation arising out of or in connection with Contractor's work for Customer shall be brought in the state courts of Nez Perce County, Idaho.
 37. Customer irrevocably submits to the exclusive jurisdiction of the state courts of Nez Perce County, Idaho and agree and consent that service of process may be made upon the Customer in any legal proceeding arising out of or in connection with this Contractor's work for Customer by service of process as provided by Idaho law,
 38. Customer irrevocably waives, to the fullest extent permitted by law, any objection which the Customer may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Agreement brought in the state courts of Nez Perce County, Idaho.
 39. Customer irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum, and

40. Customer irrevocably agrees that any legal proceeding arising out of or in connection with Contractor's work for Customer shall be brought exclusively in the state courts of Nez Perce County, Idaho.
41. No Waiver. Failure of Contractor to pursue any remedy or course of action allowed under the Terms and Conditions shall not to be construed as a waiver of any available rights. And Contractor may at any time, upon Contractor's discretion elect to pursue any rights afforded it hereunder.
42. Amendment. These Terms and Conditions may not be changed unless mutually agreed upon by the parties.
43. Application. Customer acknowledges and agrees that these Terms and Conditions apply to any and all contracts between Contractor and Customer.
44. Website. The Terms and Conditions are also available at www.bobsgaragedoors.net.