



DIRT ON DEMAND, LLC
3802 Ehrlich Road Ste. 110
Tampa FL 33624
(813) 280-9941

QUOTE REQUEST FORM

Customer Information:

Name:
Business Address:
Telephone:
Email:
Contact Person:

Owner Information:

Name:
Business Address:
Telephone:
Email:
Contact Person:

Jobsite Information:

Project Name:
Project Address:
Date of Commencement:

Summary of Requested Items to Quote:

Item Number	Load Location	Dump Location	Description of Material/ Service	Quantity of Material	Start Date	Project Duration	Additional Information
1							
2							
3							
4							

Please answer the following questions:

Are you, "The Customer", actively working with Dirt On Demand	YES	NO
Have you filed a Credit Application with Dirt On Demand or one of its affiliates	YES	NO
Has this Job been awarded to you	YES	NO

Thank you for your interest in our services. The quote to follow is our offer to provide services to you according to the specifications and information provided in the table above, and as our "Customer" pursuant to the Terms and Conditions, which are attached and made a part of this statement.

Sincerely,

DIRT ON DEMAND, LLC

QUOTE REQUESTS TO BE EMAILED DIRECTLY TO: Daniel Bergin, DBergin@ondemandfl.com

TERMS AND CONDITIONS

1. **Services to be Provided.** The Customer, as defined in the written offer provided with these Terms and Conditions (“Agreement”) hereby engages the Dirt on Demand, LLC, a Florida limited liability company (the “Company”), to provide services to the Customer, and the Company hereby accepts such engagement, upon the terms and conditions set forth in the Agreement. The services to be provided by the Company will be provided on an as-needed basis, as consented to by the Company, in its discretion. Such services will consist of the purchase of soil, sand, gravel, clay, fill, rock, dirt, and other earth materials (“Material”) on behalf of the Customer and the delivery of the Material, all as further described in the quote provided to the Customer (collectively, the “Services”).

2. **Payment Terms.** As compensation for the Material and Services; the Customer shall pay the Company a “Fee” by or before thirty (30) days from the presentation of an invoice or statement of account to the order of “Dirt on Demand, LLC” at 13711 Springer Lane, Tampa FL 33625. The amount due shall be calculated based on the amounts set forth on the table above. This Agreement shall expire thirty (30) days after its delivery by Company unless withdrawn by Company earlier and shall not be renewed unless done so in writing by Company. The failure of the Customer to pay any part of the Fee within the time prescribed shall terminate any further obligation of Company to perform under the Agreement or any renewal thereof, and shall result in the imposition of a late charge of ten percent (10%) of the unpaid amount of the Fee. Thereafter, any unpaid Fee and late charge shall accrue interest at the highest rate allowed by law.

3. **Relationship of the Parties.** At all times during the Company’s engagement, the Company will act as an independent contractor to the Customer. The Company will not be considered an employee of the Customer for any purpose. It is expressly agreed by the parties that no agency relationship is, or will be deemed to have been, created by this Agreement, and no party will by reason of this Agreement, have the power or authority to bind any other party contractually or otherwise, except to the extent necessary for the Company to purchase the Material on behalf of the Customer. The Company will be solely responsible for the payment and reporting of any and all federal and state taxes and withholdings due on amounts paid hereunder, and Customer will not withhold any amounts for federal, state or local income taxes or taxes, assessments or withholding liabilities, but shall not collect or remit sales tax of any kind. In addition to the foregoing, nothing set forth in this Agreement shall be construed as creating a partnership or joint venture between the Company and the Customer.

4. **Risk of Loss.** Customer acknowledges that it is solely responsible for the Material upon its delivery to the Customer’s premises. The Company shall have no liability for the Material after it has been dumped on the Customer’s premises.

5. **Customer Covenants.** From the date of the Customer’s acceptance of the Agreement and during any time in which the Company renders Services to the Customer, the Customer shall:

(a) Maintain adequate general liability insurance coverage which shall include coverage for any personal injury to Company, its workers and agents (together, the “Company Parties”) or their property while they are on the premises of Customer or providing the Services.

(b) Comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, affecting the premises, now in force, or that may hereafter be in force, pertaining to the Customer or the access to the premises, and shall faithfully observe, in the use of the premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that shall impose any duty on the Customer concerning the premises or the access to the premises.

(c) Provide to Company Parties a secure and unobstructed ingress and egress from a public road to all locations on the Customer’s premises where Material will be delivered and to any other place where the Company Parties may need to access in order to complete the Services. At the time the Customer signs this Agreement, it shall disclose to the Company all perils and dangers on the premises and will further advise the Company and the Company Parties of any new perils or dangers arising before and existing during the performance of the Services.

6. **Disclaimer of Warranty by Company.** Customer shall accept the Material and the Services without any warranty or representation concerning the quantity, quality, or condition thereof. Customer shall accept the Material “AS IS” with all faults as it has had a reasonable opportunity to inspect and test the condition thereof. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE TO CUSTOMER IN CONNECTION WITH THE DELIVERY OR

SALE OF THE SUBJECT MATERIAL. COMPANY DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS THAT MAY BE DUE FROM COMPANY TO CUSTOMER.

7. **Indemnification.** For and in consideration of the Services, the Customer hereby agrees to indemnify each of the Company Parties and its respective partners, members, managers, affiliates, directors, officers, employees, representatives and agents (each being an “Indemnified Party”), from, and agrees to defend and hold such Indemnified Party harmless against, any and all claims, causes of action, losses, liabilities, charges, damages, expenses, assessments, taxes, penalties, interest and fees (including reasonable attorneys fees) which may be asserted against such Indemnified Party arising out of, resulting from, or related in any way to: (a) a breach of any representation, warranty, covenant or agreement of the Customer contained in or made pursuant to this Agreement, any facts or circumstances constituting such a breach; (b) any decision by a governmental authority that holds that any part of the Fee is subject to a tax which should have been collected or remitted by Customer; (c) any acts or omissions (specifically including negligence and the failure to comply with this Agreement) of the Customer, its employees, agents, and contractors regardless of whether or not the claim is caused in part by any of the Indemnified Party. The Customer shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Indemnified Party, provided that the lawyers selected by the Customer to handle the defense are reasonably satisfactory to the Indemnified Party and the representation will not result in a conflict of interest for the lawyers. The Indemnified Party may not settle any claim covered by this indemnification paragraph without the consent of the Company. When any claim is caused by the joint acts or omissions of the Customer and the Indemnified Party, the Customer’s duties under this article shall be in proportion to the Customer’s allocable share of the joint liability. This paragraph shall not be construed to restrict, limit, or modify either party’s insurance obligations under this Agreement. Either party’s compliance with the insurance requirements under this Agreement shall not restrict, limit, or modify that party’s obligations under this indemnification paragraph.

8. **Miscellaneous.** No provision of this Agreement may be modified or waived unless such waiver or modification is agreed to in writing signed by both of the parties hereto. No waiver by any party hereto of any breach by any other party hereto shall be deemed a waiver of any similar or dissimilar term or condition at the same or at any prior or subsequent time. This Agreement is the entire agreement between the parties hereto with respect to the engagement by the Company, and there are no agreements or representations, oral or otherwise, expressed or implied, with respect to or related to the engagement of the Customer which are not set forth in this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Company, its successors and assigns. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, the Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations of the parties shall be construed and enforced accordingly. Notices and all other communications provided for herein shall be in writing, confirmed received by recipient, whether by email, US regular mail, facsimile or other method.

9. **Governing Law; Resolution of Disputes.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Florida, without regard to principles of choice of law or conflicts of law thereunder. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Florida, Hillsborough County, or, if it has or can acquire jurisdiction, in the United States District Court located in Hillsborough County, Florida, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world. In the event it shall become necessary for either party to take action of any type whatsoever to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorneys’ fees, costs, and expenses, including all out of pocket expenses that are not taxable as costs, incurred in connection with any such action, including any negotiations, mediation, arbitration, litigation, and appeals.

10. **Waiver of Jury Trial.** **THE CUSTOMER AND THE COMPANY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN THEM THAT ARISES AT ANY TIME OUT OF THIS AGREEMENT OR THE COMPANY’S ASSOCIATION OR ENGAGEMENT BY THE CUSTOMER, WHETHER AT LAW OR IN EQUITY, WHETHER BASED ON A CLAIM OR COUNTERCLAIM ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR COUNTERCLAIM, AND INCLUDING CLAIMS UNDER TORT, CONTRACT, CORPORATE, AND OTHER LAWS.**