

COMMERCIAL AGREEMENT

This Commercial Agreement ("Agreement") governs all commercial Work performed by Farm Fingers unless otherwise agreed in writing.

Definitions

Agreement means this Commercial Agreement together with each applicable Estimate, approved Change Order, and any document expressly incorporated herein.

Authorized Representative means any individual authorized, or reasonably appearing authorized, to act on Customer's behalf regarding the Work.

Change Order means any authorized modification to the Work, price, schedule, materials, or other contractual term.

Customer means any individual, business, owner, tenant, contractor, property manager, or entity requesting or authorizing Work from Farm Fingers.

Default means Customer's failure to satisfy any obligation under this Agreement or an applicable Estimate, including payment, access, cooperation, or performance obligations.

Estimate means any written estimate, quotation, work order, invoice, receipt, pricing schedule, or other written authorization issued by Farm Fingers describing the Work and applicable pricing.

Farm Fingers means Farm Fingers and its owners, employees, subcontractors, agents, representatives, successors, and assigns.

Project Site means the location where the Work is performed.

Work means all labor, supervision, procurement, materials, equipment, transportation, installation, repair, replacement, testing, cleanup, disposal, and related services furnished by Farm Fingers.

I. Engagement

1-A Purpose. This Agreement governs all commercial Work performed by Farm Fingers.

1-B Estimates. Each approved Estimate becomes part of this Agreement. Where an Estimate conflicts with this Agreement, the conflicting provision governs only that specific Work.

1-C Additional Work. Work beyond the approved scope requires a revised Estimate or Change Order unless otherwise authorized by Farm Fingers and shall be billed at applicable rates.

1-D Authority. Customer is bound by all requests, approvals, Change Orders, and authorizations made by its Authorized Representatives or any individual reasonably appearing to possess such authority.

II. Commercial Credit

2-A Payment Terms. Unless otherwise stated in the applicable Estimate, payment is due within thirty (30) calendar days from the Project Start Date.

2-B Emergency Service. Emergency, expedited, after-hours, weekend, or holiday services may be billed at premium rates.

2-C Standby. Customer-caused delays, restricted access, unavailable utilities, occupied work areas, or similar conditions may result in standby charges and schedule extensions.

2-D Procurement. Farm Fingers may procure materials, rentals, permits, equipment, and specialty items required for the Work. Applicable procurement fees and approved markups remain Customer's responsibility.

2-E Reimbursable Costs. Permit fees, inspections, disposal costs, rentals, delivery charges, expedited shipping, parking, tolls, and other project-specific expenses are reimbursable unless expressly included in the Estimate.

2-F Delinquent Accounts. Farm Fingers may suspend Work, revoke payment terms, require advance payment, or delay scheduling until all past-due balances are paid.

2-G Collections. Customer shall reimburse Farm Fingers for all reasonable costs incurred collecting unpaid amounts, including attorneys' fees, court costs, collection expenses, and all other amounts recoverable by law.

III. Project Administration

3-A Scheduling. All schedules are estimates and may change because of weather, inspections, labor shortages, material availability, concealed conditions, Customer delays, or circumstances beyond Farm Fingers' reasonable control.

3-B Site Access. Customer shall provide safe, uninterrupted access to the Project Site, utilities, parking, staging areas, and all locations reasonably necessary to perform the Work.

3-C Customer Interference. Customer shall not supervise, direct, interfere with, or micro-manage Farm Fingers' means or methods of performing the Work. Interference affecting safety, productivity, scheduling, or workmanship may result in additional charges, schedule extensions, suspension, or termination of the Work.

3-D Concealed Conditions. Farm Fingers assumes no responsibility for concealed or unforeseen conditions discovered during performance. Resulting additional Work shall be treated as a Change Order.

3-E Change Orders. Customer-authorized changes affecting the scope, materials, schedule, or price of the Work shall be incorporated into the applicable Estimate and billed accordingly.

3-F Material Availability. Farm Fingers may substitute substantially equivalent materials when specified products become unavailable, discontinued, or unreasonably delayed unless expressly prohibited by the applicable Estimate.

3-G Workmanship. Farm Fingers shall perform all Work in a professional and workmanlike manner consistent with generally accepted industry standards.

IV. Risk Allocation

4-A Warranty. Unless otherwise stated in the applicable Estimate, Farm Fingers warrants its workmanship for one (1) year from substantial completion. This warranty is limited exclusively to correcting defects in Farm Fingers' workmanship.

4-B Warranty Exclusions. This warranty excludes manufacturer defects, owner-supplied materials, misuse, abuse, neglect, improper maintenance, normal wear, vandalism, accidents, weather, Acts of God, utility failures,

concealed conditions, structural movement, corrosion, alterations by others, and work performed by third parties.

4-C Limitation of Liability. To the fullest extent permitted by law, Farm Fingers' total liability shall not exceed the amount paid under the applicable Estimate giving rise to the claim. Farm Fingers shall not be liable for consequential, incidental, indirect, exemplary, punitive, special, or lost-profit damages.

4-D Indemnification. Customer shall defend, indemnify, and hold harmless Farm Fingers from all claims, damages, liabilities, losses, and expenses arising from Customer's negligence, breach of this Agreement, misuse of the Work, or unsafe Project Site conditions not created by Farm Fingers.

4-E Force Majeure. Farm Fingers is not liable for delays or nonperformance caused by weather, natural disasters, labor shortages, supply chain disruptions, governmental actions, utility interruptions, civil disturbances, pandemics, or any event beyond its reasonable control.

4-F Compliance. Customer remains responsible for obtaining approvals, permissions, easements, and authorizations within its control. Farm Fingers shall perform the Work in compliance with applicable law.

V. General Provisions

5-A Default. Upon Customer's Default, Farm Fingers may suspend or terminate the Work, revoke payment terms, require advance payment, retain possession of its property where permitted by law, and pursue any contractual or legal remedy.

5-B Non-Waiver. A delay or failure by Farm Fingers to enforce any provision shall not constitute a waiver of that provision or any other right.

5-C Cumulative Remedies. All remedies available under this Agreement, at law, or in equity are cumulative and may be exercised separately or together.

5-D Survival. Payment obligations, collection rights, warranty limitations, limitation of liability, indemnification, ownership rights, and all provisions intended to survive shall remain enforceable after completion, suspension, cancellation, or termination of the Work.

5-E Governing Law. This Agreement shall be governed exclusively by the laws of the State of Georgia. Unless otherwise required by law, exclusive venue shall lie in the state or federal courts of Georgia.

5-F Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5-G Ownership of Tools & Supplies. Unless expressly sold or transferred in the applicable Estimate, all tools, equipment, rentals, temporary materials, reusable materials, and unused supplies purchased, furnished, leased, rented, or utilized by Farm Fingers in performing the Work remain the exclusive property of Farm Fingers, regardless of whether any portion of their cost is included in the Estimate or Invoice. Customer acquires no ownership interest unless expressly conveyed in writing by Farm Fingers.

5-H Entire Agreement. This Agreement, together with each applicable Estimate and approved Change Order, constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, representations, and understandings relating to the Work.

5-I Acceptance. Customer's signature, approval of an Estimate, issuance of a purchase order, authorization to proceed, authorization by an Authorized Representative, or acceptance of the Work constitutes acceptance of this Agreement.

Execution

By signing below, Customer acknowledges that it has read, understands, and agrees to be bound by this Commercial Agreement.

Customer (Legal Entity): _____

Authorized Representative: _____

Phone #: _____

Email: _____

Title: _____

Signature: _____

Date: _____

Thank you for your business.   We look forward to working with you on your next project.