

FARM FINGER'S  
*Improvement Services*

Welcome

Here at FF's, we believe that the customer deserves the best service. With over fourteen years experience in the business, it is our pleasure to provide you with the highest quality service for the most reasonable price. Your needs are of the utmost importance and we take pride in exceeding your expectations. We will do our due diligence to return your home to the same condition it was in. FF's is happy to welcome you to our family.

**This is a contract** between Farm Finger's LLC, Farm Finger's Ventures and/or Eddie Farmer (hereinafter referred to as "**FF's**") and the customer or property Client whose signature is required on this form (hereinafter referred to as **Client**").

**H1- Accountability:**

- 1) You, the Client, AGREE to everything on this ENTIRE FORM.**
- 2) This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns the Client as responsible.
- 3) You have asked and had all questions and concerns responded to by FF's before signing this contract.
- 4) Receiving an estimate does not guarantee that you will receive a scheduled appointment or that any work will be completed in the future. Client agrees that the price they pay for a consultation or an estimate shall be the end of the client's business with FF's unless FF's specifically sets an appointment and receives further payment from the client. FF's is not required to provide you with an estimate or an appointment for a future project.
- 5) If additional truck and or equipment rental is required, the price will be added to your final bill.
- 6) Client agrees that attendance of FF's will be rescheduled up to 4 weeks from original start date should at least 1 employee of FF's become ill, terminal, injured or deceased.
- 7) Client agrees that if they or their Subsidiaries becomes ill or if their state of health otherwise requires professional attention, at FF's discretion, may act on their behalf in obtaining emergency care at Client's expense if deemed necessary by FF's or any of its employees. Client agrees to indemnify and holds FF's and its employees harmless from said expenses.

**H2- Standards:**

- 1) FF's has a 2 hr. work minimum.
- 2) One hour paid break per 6 hours.
- 3) FF's will not transport explosives, dangerous articles, hazardous goods or living beings.

- 4) For any project that requires permitting, Client will be responsible for retrieval of the proper permits for their property. If FF's provides said permitting, client agrees to pay full cost with an additional 30% fee of the permitting process and associated fees.
- 5) Client agrees to not micro-manage FF's. We have a manager, therefore do not need micro management. Any grievance shall be given to FF's office and will be addressed accordingly. Any on site micro management will be taken as a breach of this contract on your behalf and will be subject to cancelation fees.
- 6) You are agreeing that if FF's ask you to remove any and all comments posted on any site or review board associated with FF's, that you will remove comments immediately. Furthermore if comments are not removed within 48 hours you are agreeing to pay a penalty fee of \$75 per day until the comment is removed. You also agree that if this should reach any arbitration that you will pay the full fee of retaining legal representation on FF's behalf.
- 7) Client agrees that FF's will determine the project completed at FF's discretion, whether Client agrees or disagrees with FF's decision. At that time client is obligated to and agrees to pay full costs of estimate in addition to any associated additional fees before FF's vacates the premises or else face further fees described in this Contract.
- 8) Client and or Client's subsidiaries agree to pay all FF's court cost, fees, fines, taxes, attorney fees, pain and suffering, time lost, restitution, double the original estimate total and additional costs associated with FF's pursuance of said fees should FF's need to assume legal action against or toward client or Client's subsidiaries. Client agrees and understands FF's will pursue Client for any and all fees listed above. Client is encouraged to not breach this contract.
- 9) If FF's determines that in the midst of the job there is a problem, included but not limited to SAFETY, that will not allow FF's to complete the job, client is still obligated and agreeing to pay 90% of the total estimate. This is completely at FF's discretion to disregard this statement.
- 10) If client has, creates, entices, ends, continues or is involved in, with FF's any conflict, threat, physical altercation, argument, disagreement or quarrel of any kind, FF's is not obligated to complete the job but client is obligated to pay the full amount of the total estimate at that very moment such actions or decisions occur and ending the current project. Client furthermore agrees to begin and agree to any new charges associated with the new estimate set by FF's. This is at the complete discretion of FF's and FF's is not obligated to extend this offer to the client.
- 11) Client hereby grants FF's a lien on Client's property or possessions of or at equal value to the full costs of the project, also any and all unpaid charges resulting from future work, same work, re-work or any other service provided by FF's.
- 12) Any unclaimed item will be taken to the nearest Goodwill or trash dump after 3 days of no contact.

### H3- Warranty:

- 1) FF's will fully warrant any installed component / work completed within the first 30 days for free if the issue is due to FF's negligence or malpractice. Damage not caused by FF's will incur additional service fees to repair / replace the defect.
- 2) FF's will not be held accountable for any damages or property loss not reported within 48 hours upon job completion. Provided evidence FF's will repair any damaged furniture (only). FF's is not liable for the following if outside FF's scope of work: damaged walls, ceilings, doors, stairs, gates, floors, banisters, baseboards, appliances, mailboxes, roofs, gutters, equipment, glass, light fixtures, exterior flooring, electronics, yards, vehicles, jewelry, statues, ornaments or decorative items. This is at the complete discretion of FF's.

### H4- Estimate:

- 1) The estimate that you receive is just that, an Estimate. It is not an actual final cost, client is agreeing to pay the actual final cost which is subject to increase from the original estimate.
- 2) If the actual final cost is actually more than that of the original estimate you are agreeing to pay the actual final cost in full.
- 3) All prices are subject to increase at FF's discretion due to job complexity, materials, additional time, change orders or any other costs associated with the completion of your project.
- 4) Client certifies the accuracy of all information Client has conveyed about Client's request to FF's via the estimate and or photographs before project begins.
- 5) Client will pay full compensation for any and all materials associated with Client's project should they arise before, during or after the completion of the project.
- 6) For projects estimated longer than 7 days, FF's will have at least 3 staff members on site daily. For projects 7 or less days, FF's will have at least 1 staff member on site daily. Weekends and Holidays will vary at FF's discretion.
- 7) If FF's has to come back to complete more work on additional days, of which were not on the original or revised estimate, that client is required to pay FF's for said additional hours and or days at the usual hourly rate in addition to the current estimated costs. If the additional hours are not paid for upon project completion, Client is agreeing to pay at least double the total original price listed on the estimate form
- 8) FF's is not responsible for debris removal, garbage removal, any type of removal of equipment removal or unwanted items if you have not paid for additional debris removal per the estimate form.
- 9) You are agreeing to pay for any additional material that needs to be purchased, even after the job has begun that is necessary to complete the project, at whatever cost that might be.
- 10) You are agreeing to pay for any tools, equipment or rental machines that are necessary to complete the project. Furthermore if FF's damages

a tool on your project we will add this to your total material cost. FF's is not obligated to return or surrender any purchased equipment or tools to you or the merchant. Client authorizes FF's to purchase and keep any tool or equipment that FF's deems necessary for the project completion.

- 11) If Client has chosen to provide the materials for their project, all potential materials should be purchased prior to project start date. If materials are not on site, FF's is not obligated to purchase or retrieve any material necessary to complete the project. FF's will gather additional materials with a receipt completely at FF's discretion. It is recommended to have any potential materials on site to avoid additional days being added to the project. If more days are added due to lack of materials, Client agrees to pay for additional days.
- 12) You are agreeing to pay full material cost that includes hauling materials to and from your location. Costs for hauling materials to the project shall be at an additional 20% of the material cost.
- 13) Client agrees that FF's reserves the right to change the price, completion date, estimate and description of the project at any time FF's deems the task associated with the project unsafe. This is to ensure the safety of the client and FF's employees.

#### **H5- Payment:**

- 1) You agree to pay a \$65 fee for onsite consultation per location, per customer.
- 2) When transporting materials or items, the hourly rate will continue plus \$0.85 per mile.
- 3) Client agrees that upon completion of their payment that they did receive a fully completed receipt and a copy of this contract has been viewed and signed off on.
- 4) Client agrees to pay full estimate total and any additional fees that are assessed should you be pleased or un-pleased with the completion of the project.
- 5) Client will pay using one of FF's approved methods of payment. We only accept digital payment, **no checks or cash**. We **DO ACCEPT** CREDIT CARDS. If hard payment must be used, we will accept a money order.
- 6) Payments will be collected in 2 parts. 1<sup>st</sup> Payment of 65% is due up front to secure your appointment and 2<sup>nd</sup> payment of 35% will be due upon completion of your project.
- 7) Client certifies to FF's that all credit card information Client has provided to FF's is accurate. Client further certifies that all information Client has provided to FF's about the Client is accurate, and that the Client is over 18 years of age.
- 8) Client agrees that FF's may collect any amounts owed by client due to Client's failure to comply with FF's Cancellation Policy by charging such amounts to Client's credit card (data concerning which Client has supplied to FF's). All other charges incurred by client shall be payable upon completion of project or when billed by FF's should any other circumstance occur in relation as of which is listed in this Contract. Client further agrees that FF's shall have the right to refuse to release

Client's Materials or purchased possession to client until client has paid all charges due from client to FF's.

- 9) Client agrees that no refund, exchange, return or pay back shall be given by FF's or any Subsidiaries at anytime. This is at FF's discretion.
- 10) Client agrees to pay a \$250 penalty fee per day for all payments received 24 hours after the payment request has been sent. Client furthermore agrees to pay this in addition to any fees associated with the legal pursuance of these funds. Thank you for prompt payment.

#### H6- Change Order:

- 1) Any subtraction of a task from the estimate or change order that is caused, or initiated by the customer shall mean any and all savings shall be voided and added to the final payment. Client furthermore agrees to pay for the addition of the savings.
- 2) You are agreeing that even the slightest change in the original job, even adding one single nail in a different place for example, will incur extra charges of which client's agrees to pay in full even without a receipt for materials.
- 3) You are agreeing that if there is damage to any other area other than the area of which we are working then we are not obligated to repair said area before or after receiving compensation. Client agrees to pay additional cost of said repairs in addition to the original agreement.
- 4) Client agrees that any changes or additions to the project are subject to a change order that requires an immediate payment that is in addition to the total estimated project costs. Client agrees to purchase change order should this occur.
- 5) Change orders can be avoided by booking a separate new appointment which will incur new charges from a new estimate, however the current estimate must be paid in full to obtain a new appointment. Change orders are at a minimum of \$500 on site, in addition to any additional materials, hours or equipment of which must be paid prior to completion of work or continuous work of any form. Client understands that change orders are not optional, they are only at the managers discretion.
- 6) Any subtraction of task from the change order will not be refunded even if the task is not completed. This is at the discretion of FF's.
- 7) If Client removes any task from the change order or the estimate for any reason other than FF's negligence, Client is subject to a penalty fee of up to 75% of the task removed. This is completely at FF's discretion. Furthermore, if Client removes a task to save themselves money or to do the task themselves, Client agrees to pay up to 75% of the task price although the task is not completed. To avoid this penalty, do not remove task or quantity of tasks.

#### H7- Cancellation:

- 1) Client agrees that they did notice the estimate and this contract state **IT CAN BE CANCELED BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE TRANSACTION TOOK PLACE.**
- 2) Client agrees that at the time this contract was signed, FF's salesperson did orally explain Clients right to cancel the contract.



- 3) Client rights regarding Cancellation of this Contract may be viewed at: <https://consumer.georgia.gov/consumer-topics/canceling-contract#:~:text=Only%20certain%20very%20limited%20types,and%20quality%20of%20competing%20products> Client furthermore has reviewed this website and is fully aware of their rights.
- 4) Client agrees to pay all charges associated in this forms Cancellation Policy.
- 5) If Client is eligible to cancel this Contract, FF's has provided them with this Contract via our website and has provided them with 2 copies of the Notice of Cancellation via their email.
- 6) If Client is not eligible to cancel this Contract, FF's has provided them with this Contract via our website and has not provided them with 2 copies of the Notice of Cancellation via their email.
- 7) If Client deems their project to be an **EMERGENCY HOME REPAIR**, they will be waiving their right to cancel this Contract within the 3-day cooling off period
- 8) Deeming the project as an emergency and waiving YOUR right to cancel this contract is completely Client's decision and has not made under duress or mental incapacity.
- 9) You are agreeing that if we are asked, by you or any of the people surrounding you, to leave your property in the midst of us doing the project, that you agree to pay full price of what was on the estimate form, we will not trespass however we will receive full compensation.
- 10) You are agreeing that in the event that you want us to stop the job that we may remove and take with us any and all equipment and materials of which you have already purchased and not repair the damage of which where those items have been removed from. Client is also agreeing that FF's shall not be obligated to issue and refund the client for said materials or damages.
- 11) Cancellation of this Contract (By You) will result in a penalty fee of \$250 in addition to other fees discussed in this contract. If FF's should cancel, you will receive 15% off the next visit.

#### H8- Confidentiality:

- 1) Your information is confidential and will not be released to anyone outside of this written agreement unless FF's deems otherwise necessary.
- 2) Client hereby grants FF's the right to take photographs of client or clients property while FF's is on client's property and to post or reproduce any and all photographs or videos taken on or in, without limitation to, FF's web site, promotional materials and merchandise, without becoming liable to the client for any royalty payment of any kind. CLIENT HEREBY RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES FF's OF AND FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, APPROPRIATION OF THE PICTURE OR NAME OF CLIENT'S PER FOR COMMERCIAL ADVANTAGE, PUBLICATION OF FACTS PLACING THE CLIENT AND/OR CLIENT'S SUBSIDIARIES IN A FALSE LIGHT, AND PUBLIC DISCLOSURE OF PRIVATE FACTS ABOUT THE CLIENT AND/OR CLIENT'S

SUBSIDIARIES, ARISING OUT OF OR RELATING TO ANY PHOTOGRAPHING OF OR USE OF PHOTOGRAPHS OF CLIENT PURSUANT TO THE AUTHORITY CLIENT HAS GRANTED FF's IN THE SENTENCE IMMEDIATELY PRECEDING THIS SENTENCE.

**H9- Signature:**

- 1) By signing, you fully acknowledge, understand, agree, comply and will be held fully accountable for all the details of this form.
- 2) Client agrees that any and all controversy or claim arising out of or relating to this Contract, or breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Contract, shall by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of his/her award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney fees of the prevailing party.

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

[www.farmfingers.com](http://www.farmfingers.com)

404-399-8045

**You acknowledge that you are in full acceptance and understanding of this contract and furthermore binding it for use in the court of law or any similar institution.**

Projects **not** deemed an emergency **will** be delayed by 3 days.  
Check the box to indicate an Emergency.

Signature

Date

“ \_\_\_\_\_ ”

“ \_\_\_\_\_ ”

**This Contract can be canceled before midnight on the third business day after the transaction took place.**