

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- Your Rights:

- 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 or our website.
- 6) 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
- 7) 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.
- 8) You are agreeing that if we are asked, by you or any of the people surrounding you, to leave your property during 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.
- 9) You are agreeing that if you want us to stop the job then 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.
- 10) 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.

H2- For your Safety:

- 1) Your information is confidential and will not be released to anyone outside of this written agreement unless FF's deems otherwise necessary.

- 2) If FF's calls an ambulance for Client, you agree to indemnify and hold FF's and its employees harmless from said expenses.
- 3) You agree that you will not video record, live view or stream FF's while on your property. You furthermore agree not to post, share or upload content without FF's strict written approval.
- 4) 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.

H3- Estimate:

- 1) FF's is not required to provide you with an estimate or an appointment for a future project.
- 2) 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.
- 3) Client will pay full compensation for any and all materials and accessories associated with Client's project should they arise before, during or after the completion of the project.
- 4) 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.
- 5) 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.
- 6) 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.

- 7) 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.
- 8) If additional truck and or equipment rental is required, the price will be added to your final bill.

H4- Standards:

- 1) One hour paid break per 6 hours. This means the 7th hour you will pay an additional \$50 for our break.
- 2) 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.
- 3) 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.
- 4) You agree to inform FF's of any changes or improvements that you are displeased with before we leave the property so that we may correct the task. You furthermore agree not to withhold payment for your displeasure.
- 5) You are agreeing to waive your 1st amendment right to freedom of speech. 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.
- 6) 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.
- 7) 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.
- 8) 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.

H5- Our Commitment:

- 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.

H6- Change Order:

- 1) 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.
- 2) 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.
- 3) 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- Payment:

- 1) 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.
- 2) 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.
- 3) Client agrees that FF's is not obligated to provide payment plan options. FF's reserves the right to provide or refuse a payment plan at any time.

Furthermore client understands that the option shall be completely at FF's discretion. Client agrees that if offered any payment plan option that FF's will add an additional 25% interest fee to the total remaining balance. Client agrees to pay full interest fee as well. 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.

- 4) You agree that if you are not personally present at the completion of the project that you may not withhold final payment. You furthermore authorize someone present to speak on your behalf. This person shall serve as your representative in your absence to confirm the completion of the task. You agree to pay the full balance without FF's returning to change, fix or improve what you may be displeased with upon personally seeing the task.

H8- Accountability:

- 1) 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.

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.