

GENERAL SERVICE AGREEMENT

This General Service Agreement (“Agreement”) is made effective as of {{CURRENT_DATE}} by and between:

The Well Guys LLC, an Arizona limited liability company, with its principal place of business at PO BOX 1422 (“Company”),

and {{CLIENT_NAME}} at {{PROPERTY_ADDRESS}}

(“Client”).

Company and Client may be referred to individually as a “Party” and collectively as the “Parties.”

1. Scope of Services

Company agrees to provide the following Services: {{SERVICES}}

The specific scope, pricing, and materials for each job will be described in a written or verbal estimate, work order, invoice, or service ticket (“Work Order”), which is incorporated into this Agreement by reference.

2. Payment Terms

Payment is due in full immediately upon completion of Services, unless otherwise agreed in writing.

Completion of Services constitutes Client’s acceptance of the work performed and agreement to pay all associated charges.

Any unpaid balance after completion is considered past due.

2.1 Late Payments

Past due balances may accrue interest at a rate of 25% per month or the maximum allowed under Arizona law, whichever is less.

2.2 Collection Costs

Client agrees to pay all costs of collection incurred by Company, including attorney's fees, court costs, filing fees, and collection agency fees, to the extent permitted by law.

2.3 Refusal of Future Service

Company reserves the right to refuse future service, including warranty work, until all outstanding balances are paid in full.

3. Service Call & Minimum Charges

A minimum service call fee of \$ 150.00 applies to all visits.

Labor, travel time, diagnostic time, and equipment use are billable.

Estimates are based on visible conditions only. Additional issues discovered during service may result in additional charges.

4. Access to Property

Client agrees to provide safe, clear, and reasonable access to the work area. Client is responsible for identifying property boundaries, underground utilities (unless otherwise arranged), and any known hazards.

Client agrees to have all system equipment clearly marked, located, within reach for our technicians.

If technicians have to "hunt" for equipment, job can/ will be re-scheduled until equipment is readily available.

5. Permits & Compliance

Unless otherwise agreed in writing:

Company may obtain necessary permits for the work being performed.

Client agrees to cooperate in providing required documentation.

Client is responsible for correcting any pre-existing code violations not caused by Company.

6. Change Orders & Unforeseen Conditions

If site conditions differ from those originally observed (including underground conditions, equipment failure, or code requirements), Company will notify Client.

Additional work will be billed at standard rates unless otherwise agreed.

Verbal authorization (including phone or text message) from Client is sufficient approval for additional work and charges.

7. Mechanic's Lien Rights (Arizona)

Client acknowledges that Company has the right to file a mechanic's and materialman's lien against the property for unpaid labor, services, equipment, or materials furnished, in accordance with Arizona law.

Failure to pay may result in a lien being recorded against the property, which may affect the ability to sell or refinance.

Client agrees to cooperate with any required preliminary notices.

8. Cancellation & Trip Charges

Cancellations made less than 24 hours before a scheduled appointment may be subject to a cancellation fee of \$150.00

If Company arrives and cannot perform work due to Client-related issues (including lack of access, utilities unavailable, or unsafe conditions), a trip charge of \$150.00 may apply.

9. Warranty

Company warrants its workmanship for a period of 2 years from the date of completion.

Manufacturer warranties apply to equipment where applicable.

Warranty does not cover:

Misuse, neglect, or lack of maintenance

Freezing, flooding, or natural events

Pre-existing conditions or system failures outside Company's work

Work altered or repaired by others

Payment in full is required before any warranty service will be provided.

Warranty covers workmanship only and does not include equipment rentals, excavation, access costs, crane service, trenching, or other third-party costs required to access or perform warranty work.

10. Limitation of Liability

Company shall perform Services in a professional and workmanlike manner.

Company is not responsible for:

Hidden or unknown subsurface conditions

Pre-existing system failures

Damage caused by factors beyond its control

To the fullest extent permitted by law, Company's total liability shall not exceed the total amount paid by Client for the Services.

11. Indemnification

Client agrees to indemnify and hold harmless Company from any claims, damages, or liabilities arising from:

Inaccurate or incomplete information provided by Client

Unsafe conditions on the property not disclosed to Company

Third-party actions unrelated to Company's work

12. Ownership & Risk of Loss

All materials and equipment supplied by Company remain Company property until paid in full.

Risk of loss transfers to Client upon installation.

13. Dispute Resolution

Client agrees to provide Company a reasonable opportunity to inspect and correct any alleged issues before pursuing legal action.

Any disputes arising from this Agreement shall be resolved in a court of competent jurisdiction in the State of Arizona.

The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

14. Independent Contractor

Company is an independent contractor and not an employee or agent of Client.

15. Entire Agreement

This Agreement, together with any Work Orders, constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

16. Acceptance & Authorization

By accepting below, Client acknowledges that they have read, understood, and agree to the terms of this Agreement and authorize The Well Guys LLC to perform the Services described.