



TERMS AND CONDITIONS

CUSTOMER (also referred to as "YOU" or CUSTOMER) and JD Titan, LLC, a Alabama limited liability company, (referred to as "CONTRACTOR", "US" or "WE") AGREE AS FOLLOWS:

1. **Customer Work:** All Work will be performed by Contractor or Contractor's subcontractors. Customer and Contractor agree that Customer must obtain written permission from Contractor prior to performing any work. Prior to Contractor's commencement of any work on the Property, Customer agrees to remove any items off walls which may interfere with the Work or be damaged during the course of the Work. Customer acknowledges and agrees that Contractor shall not be liable for any and all damages to such items.
2. **Methods of Payment:** All payments must be made through the online invoicing that is presented to the customer and is due at job completion. Contractor uses Intuit for all payment processing. Customer will pay by credit/bank card or by entering their checking account information (ACH). Payments by mail or carrier will not be accepted. Contractor does not accept cash or any other method of payment unless specifically noted on the Customer Agreement Authorization document.
3. **Down Payments:** Customer understands that any money paid to Contractor as a deposit is to be applied to Contractor's cost to complete the Work. ("Contractor Deposit"). In the event Customer terminates this Agreement pursuant to the Notice of Cancellation, such funds shall be returned to Customer by company check within 7 calendar days via USPS pursuant to the Notice of Cancellation.
4. **Marketing and Release:** Customer agrees that the Contractor may place signage on the job site for the duration of the project. Signage will be limited to typical yard signs approximately 24"x24". Customer agrees that for purposes of marketing, documenting as required by building officials and for record keeping, that Contractor may take photographs and videos of the job site and releases all rights of the same to the Contractor. Contractor encourages the Customer to leave honest reviews of the services we provide. Customer agrees to contact Contractor to settle any issues they may have with the work provided.
5. **Changes to the work. (Change Orders):** Contractor's obligations under this Agreement cannot be changed unless they are changed in writing on a separate Change Order form signed by Customer and Contractor. ("Change Order"). If there is a discrepancy between documents, the written Change Orders shall take precedence over this Agreement. Payment for the Change Order work is due upon execution of the Change Order. Contractor may, in Contractor's sole discretion, require Customer to provide an additional deposit towards increased costs associated with the Change Order. Contractor shall have the right to stop all Work at such time as a change is requested or required until such time as the Change Order is executed by Customer. Contractor has an absolute right to reject any requested Change Order for any reason. Any Representations, Statements, or Communications not written on this agreement are agreed to be immaterial, not relied upon by either party, and do not survive the execution of this agreement.
6. **Concealed Conditions:** This Agreement and the Price are based solely on the observations of Contractor at the time of entering into this Agreement. If additional concealed conditions are discovered once the Work has commenced, which conditions were not visible at the time of entering into this Agreement, Contractor will identify the unforeseen conditions, and Customer and Contractor will execute a Change Order for any additional work, or perform the work as necessary at the rates set on the Customer Agreement Authorization document. Customer will be responsible for all additional costs and time for work due to concealed conditions. Such conditions may also extend the time for completion of Contractor's Work under this Agreement. Property owner shall maintain Homeowners Insurance on the property.
7. **Time Delays:** Customer agrees that Contractor is not responsible for delays in completion of the Work due to weather, strikes, war, terrorist attacks, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond Contractor's control. If the cost of materials or labor increases during any such delays, Contractor may require that Customer pay such increased costs or terminate this Agreement after paying Contractor for all Work completed to the date of termination and for all materials which cannot be returned. Customer will not be entitled to any remedy for Contractor's failure to start or complete the Work due to delays outside the control of the Contractor. Customer understands that delays caused by Customer, Customer's lender or Customer's insurance company may cause additional delays on the part of Contractor due to unavailability of labor or subcontractors.
8. **Customer Site Visits:** Because of hazards which may be on the construction site during construction and the potential to interfere with the Work, Customer is encouraged to enter into the construction area only after first consulting with Contractor. During the time of construction on the Property, conditions will exist that will be hazardous to Customer and Customer's family, friends, and guests. Customer waives all claims against Contractor and agrees to indemnify, defend and hold Contractor harmless for injuries or damages that Customer or any member of Customer's family, friends, or guests may suffer while on or around the Property during construction. Customer understands that roofing work causes items to fall off of roofs, nails and other debris will be scattered about, that equipment/ladders and machines are used and may cause harm to vehicles, persons and other property.
9. **Dumpster:** Customer acknowledges and agrees that Contractor may place a dumpster or dump trailer on the Property for collection of construction waste materials (the "Dumpster"). Customer agrees that Customer and Customer's family, friends, or guests will not place any materials in the Dumpster whatsoever or otherwise interfere with, enter into or move the Dumpster. Customer waives all claims against Contractor (and agrees to indemnify, defend and hold Contractor harmless) for property damage or injuries or other damages that Customer or any number of Customer's family, friends, or guests may suffer as a result of the Dumpster. Should Customer or any member of Customer's family, friends, or guests place any materials in the Dumpster, Customer agrees that it shall be responsible for any increased costs associated with such actions.
10. **Employees/SubContractors:** Contractor may use subcontractors and suppliers to complete the Work. Subcontractors will be chosen by the Contractor only. Customer agrees not to hire any of Contractor's subcontractors or suppliers to do any work or supply any materials, except upon written agreement signed by the Contractor. Customer agrees not to interfere with, discuss with, interrupt or provide instructions to any contractor or subcontractor working on the Property.
11. **Customers Five Day Right of Cancellation:** NOTICE OF CANCELLATION-CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED SUCH NOTICE PURSUANT TO THIS SECTION AND PURSUANT TO THE RIGHT OF RECISSION ATTACHED HERETO. The Emergency Mitigation Agreement and AL Code § 8-36-2(c) entitles JD Titan, LLC to collect the amount due for the emergency services at the time they are rendered.
12. **Liquidated Damages:** Customer acknowledges that this agreement constitutes an enforceable contract and that in reliance upon the representations and terms herein, Contractor shall incur substantial time and resources toward the completion of the work authorized herein, which may or may not involve physical work at Customer's property. Customer acknowledges that such expense cannot be reasonably ascertained at any specific time, and as such, Customer agrees that if Customer terminates this Agreement prior to Contractor's commencement of any improvement to your property, in addition to any other damages Contractor shall be entitled to, Customer shall pay Contractor, as liquidated damages and NOT as a penalty, the sum of \$1,500 immediately upon demand.
13. **Remedies:** In the event of Customer's default of this Agreement, interest will accrue on unpaid amounts at the rate of 1.5% per month, or if lower, the highest amount allowed by law. In the event that Contractor incurs collections costs or reasonable attorneys' fees to enforce this Agreement's terms, such amounts will be in addition to any amounts owed by Customer to Contractor. If Contractor does not receive any payments due under this Agreement's terms, Contractor may stop Work without further notice and seek all available remedies. Contractor shall be entitled to all payments due up to the time Work is stopped, and for all losses sustained by the Contractor, including but not limited to, materials, machinery, equipment or tools, overhead, lost profits, soft costs and damages. Contractor will retain title to all machinery and materials if this Agreement is canceled, this includes a situation in which Customer attempts to improperly terminate the Agreement after any insurance proceeds have been determined but construction has not commenced. Contractor is hereby granted a license to enter the Property to remove such items upon termination of this Agreement. If Work has stopped for any reason, including delays by Customer's insurance company, for more than 30 days, Contractor may terminate this Agreement and recover pursuant to this Agreement. If Customer defaults in any manner under this Agreement, Contractor will have the right to (1) terminate this Agreement, and (2) retain all deposits, fee and progress payments Customer has made, and (3) take legal action to recover from Customer payment for all Work completed, and for all losses sustained by Contractor on all materials, machinery, equipment or tools, overhead, soft costs, profit and damages, and (4) place liens upon the Property for payment of any amounts owed, and (5) foreclose any liens placed on the Property if the amounts due including costs and interest, are not paid in full. Contractor's exercise of any remedy shall not preclude the exercise of the other remedies available to Contractor. The remedies contained in this Agreement may be used concurrently and are in addition to any other remedy which may be available to Contractor at law or equity. Lien Filing Fees, Standard USPS postage and associated court costs will be owed to the Contractor by the Customer in the event of Customer default. Except as otherwise provided herein, any claim by Customer or Contractor in any way arising out of this Agreement, any and all other agreements between Customer and Contractor and/or in any way arising out of or relating to the physical condition of the Property shall be settled in District or Circuit Court of Mobile County, Alabama. Contractor retains the right to file, perfect and starts lawsuit to enforce Mechanic's Lien rights. The Parties agree that the court may refer the matter to arbitration, but retain jurisdiction for enforcement of the Mechanic's Lien.
14. **Miscellaneous:** The invalidity, illegality or enforceability of any provision, restriction, condition, reservation or any other part of this Agreement, in its entirety or as applied to particular circumstances shall not impair or affect in any manner the validity, legality, enforceability or effect of the remainder of this Agreement. This Agreement shall not be assigned by Customer, except with Contractor's prior written consent. This Agreement may be amended only by a written instrument signed by both parties. The captions contained in this Agreement are for convenience only. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one Agreement. The electronic signature of any party to this Agreement shall be sufficient for all purposes. CUSTOMER AGREES THAT THIS AGREEMENT IS SUBJECT TO APPROVAL OF A CORPORATE OFFICER OF JD TITAN, LLC.