

## **Terms and Conditions**

**Effective Date:** 10/1/2024

### **1. Introduction**

These Terms and Conditions ("Terms") govern the relationship between **Waldorf and Sons Inc.** ("Company", "we", "us", "our") and the **Client** ("Client", "you", "your") regarding construction services provided in Michigan. By engaging our services, you agree to be bound by these Terms.

### **2. Services**

The Company agrees to provide construction services as outlined in the proposal or contract provided to the Client. Services may include but are not limited to [Water Service Installation or Repair (Service or Main), Sewer Line Installation or Repair (Lateral or Main), General Excavation, Site Work, Grading, Hydro-Jetting, Sewer CCTV, and Septic Systems].

### **3. Estimates and Payment**

- **Estimates:** All estimates provided are subject to change based on project specifications, materials, and labor costs.
- **Payment Terms:** A deposit of 50% is required upon acceptance of the proposal, with the remaining balance due upon completion of the project or as specified in the contract.
- **Late Payments:** Payments not received within 30 days of the due date may incur a late fee of 5% per Month.

### **4. Changes to Scope of Work**

Any changes to the original scope of work must be made in writing and approved by both parties. Additional costs resulting from changes will be communicated and must be agreed upon prior to implementation.

### **5. Client Responsibilities**

The Client agrees to:

- Provide access to the site during agreed-upon work hours.
- Ensure that the site is free from any obstructions or hazards.
- Communicate any concerns or issues promptly.

### **6. Warranties and Disclaimers**

The Company provides a warranty for its work as specified in the contract. This warranty covers defects in workmanship for a period of 1 Year. Materials may be subject to manufacturer warranties. Warranty may be void due to Weather Conditions

## **7. Liability**

The Company is not liable for any indirect, incidental, or consequential damages arising from the performance of its services. Our total liability is limited to the total amount paid by the Client for the services provided.

## **8. Hold Harmless**

The Client agrees to indemnify, defend, and hold harmless the Company, its owners, employees, and agents from any claims, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Client's negligence, willful misconduct, or breach of these Terms.

## **9. Insurance**

The Company carries appropriate insurance coverage, including liability and workers' compensation insurance. A certificate of insurance can be provided upon request.

## **10. Dispute Resolution**

In the event of a dispute, the parties agree to first attempt to resolve the issue amicably. If unresolved, disputes will be handled through mediation or arbitration in accordance with Michigan law.

## **11. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan.

## **12. Amendments**

The Company reserves the right to amend these Terms at any time. Clients will be notified of significant changes in writing.

## **13. Severability**

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall remain in effect.

## **14. Contact Information**

For any questions or concerns regarding these Terms, please contact us at:

Waldorf and Sons Inc.  
9118 N. Dort Hwy, Mt Morris Mi 48458  
Phone: 810-564-5000  
[office@waldorfandsonsinc.com](mailto:office@waldorfandsonsinc.com)