

General Provisions

1. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. A Time to Build may at it's discretion engage subcontractors to perform work hereunder, provided A Time to Build shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. A Time to Build shall- upon request- furnish Customer appropriate releases or waivers of lien for all work performed or materials provided at time of final payment by Customer.
5. All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Customer and A Time to Build; however, a commercial customer may make a binding increase of a 'Do Not Exceed' amount by telephone at the request of A Time to Build.
6. Customer agrees that the venue for any legal disputes will be Caddo Parish, Louisiana; and that any agreements with A Time to Build will be governed by the laws of the State of Louisiana.
7. A Time to Build warrants it is adequately insured to cover loss or injury to others as a result of the acts of A Time to Build or it's subcontractors. A certificate of liability insurance will be supplied upon request to any customer with an open work order, naming the customer as a certificate holder. Certificates naming a customer as an additional insured are available for an additional \$100.00 fee. Payment shall not be contingent on the exchange or receipt of any other insurance forms or information.
8. Customer represents that the service address is free of any legal encumbrances, existing building code violations or environmental or safety hazards that could affect installation.
9. A Time to Build shall, at its own expense, obtain all permits necessary for the work to be performed.
10. Customer or property tenant will provide access to sanitary facilities or will pay for their rental.
11. A Time to Build agrees to remove all debris and leave the premises in broom-clean condition.
12. In the event Customer shall fail to pay any periodic or installment payments due hereunder, A Time to Build may cease work on all orders without breach pending payment or resolution of any dispute. Failure to make payment within seven days from the due date of payment shall be deemed a material breach of this contract.
13. Customer agrees to be bound by the return policies of any vendor that A Time to Build purchases your materials from.
14. A Time to Build shall not be liable for any delay due to circumstances beyond it's control including strikes, casualty or general unavailability of materials.
15. If Customer, property tenant, or anyone under their control interferes with or delays the scheduled completion of this Contract, Customer may be subject to transportation/storage fees or other resulting charges.
16. If Customer or property tenant physically assists in any way with the delivery or installation process- Customer or property tenant assumes full risk and liability for such actions.
17. Customer and/or property tenant agrees to control and keep pets and unattended minors away from work area.
18. There is a \$200.00 minimum labor charge on all billable orders. (If you are paying at time of service, please disregard this provision.)
19. There is a \$49.00 minimum fee to pickup and deliver any materials not provided on site. Also, any additional trips requested by or caused by Customer or property tenant will incur additional trip charges (normally \$75.00).
20. Accounts that are not paid according to terms will be assessed the greater of THIRTY-NINE dollars or 1.5% of the remaining balance monthly [due at the beginning of each thirty day period] as a billing fee until paid in full.
21. If you breach this Contract or decline a reasonable Change Order request, A Time to Build may immediately terminate this Contract without further obligation to you. Customer agrees to pay A Time to Build the costs of merchandise, labor or other charges incurred before the time of termination.
22. Customer or property tenant is responsible for ensuring that all materials and custom products (e.g. color matched paint) are satisfactory before installation begins. If the Customer requests that A Time to Build use it's discretion in selecting or matching materials, Customer waives any right to object to such selection.
23. A Time to Build warrants all work for a period of ninety days following completion, unless otherwise noted elsewhere. Warranty does not cover damage caused by abuse, misuse, neglect, or improper care/cleaning. Merchandise and materials are covered exclusively by the manufacturer's warranty (A Time to Build will assist you with warranty claims in most circumstances).
24. This agreement is supplemental to any other written agreements made between A Time to Build and the Customer unless such agreements conflict with these Provisions, in which event these Provisions shall supersede any and all agreements, whether verbal, written or implied.
25. Both parties shall be bound by these Provisions for all current, outstanding and future services requested from A Time to Build until severed or amended in writing.
26. If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.
27. Your signature indicates that you have also read and agree to our "Bid Notes," which are available upon request or at <http://atimetobuild.com/forms/notes.htm>.

Company Name (if applicable): _____

Company Address: _____

Accepted by: _____ Print name: _____

Position with Company: _____ Date: _____ - _____ - _____