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DOORS • WINDOWS • ROOFING • SIDING • SKYLIGHTS • GUTTERS • AWNINGS • DECKS • SOFFIT & FASCIA

Submitted To:	Sandy and John Folzer	Home Phone:	
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Date:	12/11/2015	Job Location:	Philadelphia
Customer ID:	C390	Job No.:	Q004

**FENCING • KITCHENS • BATHROOMS • BASEMENTS • ADDITIONS •
MASONRY**



Terms & Conditions

1. The Party executing as customer ("Buyer") represents to the company that the Buyer is the owner of the "real property" described in the job address ("Property"). The buyer represents to the company that the buyer has the ability to authorize the specifications and work to be completed on the property. The Buyer is solely responsible to ensure that the specifications in this agreement do not violate (a) any building covenants to which buyer is subject, (b) any building code requirements, (c) any home owner/condominium association requirements, or (d) any other third party requirements affecting the property (all four collectively referred to as "Third Party Requirements"). If any third party attempts to impose third party requirements on the company, the company may notify such third party of the buyer's representations herein. If the company is damaged by the third party requirements, including without limitation additional costs to complete the specifications, the buyer shall be responsible for reimbursing the company for such damage.
2. In the event that the buyer shall sell or otherwise dispose of the property, file or be subject to the authority of any bankruptcy court, allow a judgment and or lien to be registered against the property, the unpaid balance due or to be due here under shall immediately become due and payable, regardless of the terms of any other document executed between the company and buyer to the contrary.
3. The company shall not be responsible for any damage, or delay due to strike, fire, accident or other causes beyond their control. Changes in field measurements and job site conditions, may necessitate on site adjustments, which JMG will use its best judgment to handle. Actual dimensions on site may vary from floor plan & JM Grove reserves the right to cure by construction best standards. All surfaces of walls, ceilings, doors, windows, and woodwork (except those of factory made kitchen cabinetry) will be left unpainted and unfinished, unless specified otherwise. The owner recognizes that slight variations in finish, sheen, wood grain -knots etc, are inherent in wood and as such are considered acceptable in this project. Stone - granite - marble - limestone, etc, and any natural products have a wide range of color - movement - fissures - grain shade - crazing - indentations - etc, all of which are considered inherent in natural materials and are acceptable in this project. The client recognizes the above features and understands that J.M. Grove Construction will use its best judgment and industry standards to make your project as acceptable as possible. If specifications call for re-use of existing equipment, no responsibility on the part of JMG for appearance, function or service shall be implied. JMG calls your attention to limitations of matching materials such as drywall, plaster, paint, tile, roofing, wood trim, planes, etc., exact duplication is not promised and should not be expected. JMG shall have free access to work site for materials, trucks, men, dumpsters etc. Owner agrees to remove and protect any personal property in all rooms we will work in to include, window treatments, photos, etc. and outside including shrubs, flowers, etc. and JMG shall not be held responsible for damage to such items.
4. This agreement does not include any additional work other than expressly specified herein. Any alteration or deviation from the specifications herein, involving extra costs or material or labor will become an extra charge in addition to the total contract price stated in this agreement. All modifications or additional agreements with respect to this agreement in favor of the buyer must be in writing and signed by the company. No oral statements by an agent or employee of the company are binding upon the company unless in writing and executed by an authorized agent of the company..
5. To the extent required or allowed by law or regulation, buyer will apply for all applicable state and local building and construction permits necessary for the installation ("permits") as required under state laws or local ordinances. The company is not obligated to commence work until receipt of such permits. Upon execution of this agreement and notification of receipt of the permits, the company will arrange, in the ordinary course of business. No representation, whether oral or in writing, regarding a projected starting and ending date for the installation will be enforceable against the company. The actual cost of the permits will be paid separately by the client, when obtained. It is the responsibility of the homeowner to have the home open and someone home on the days of inspections. Additional work, testing or inspection time required by the code official will be billed as extra under this contract, to be paid for prior to starting extra work.
6. If the buyer reschedules any installation, without at least twenty-four (24) hours prior notice, the buyer will be responsible to the company and its agents for any damages arising from such delay.
7. The buyer acknowledges that, by signing this agreement, the company will incur costs in anticipation of performance of their obligations hereunder. The buyer acknowledges that the exact amount of such costs is extremely difficult and impracticable to determine with any degree of certainty. Therefore, in the event the buyer breaches this agreement before the company commences their performance under this agreement, the buyer agrees to pay the company thirty-three percent (33%) of the total contract price as liquidated damages. The parties agree that this charge represents a fair. And reasonable estimate of the costs that the company will incur, before commencing their performance of their obligations under this agreement. After the company has commenced installation of the specifications, the buyer agrees to be responsible for total contract price and for all other damages incurred by the company resulting from the buyer's breach of this agreement. The company does not waive any right to pursue any damages against the buyer, even if the company accepts partial payment. The company reserves all rights to pursue any legal rights and remedies available to the company.
8. This agreement shall become binding upon the company upon acceptance by the company either in writing or by commencing performance hereunder.
9. If any specification and/or any term and condition of this agreement is determined to be invalid or unenforceable, those unenforceable/invalid specifications and/or terms and conditions shall be deemed to be severable from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement.
10. The company may reject this agreement by providing written notice of termination to buyer within three (3) days of buyer's execution of this agreement.
11. The buyer agrees to allow the company and its agents access to the property, as deemed necessary by the company, to complete the specifications, to inspect the completed job, and to investigate complaints regarding the installation and to address such allegations as the company deems appropriate. The buyer further agrees that before the buyer files any complaint with any governmental agency or business entity, the buyer shall allow the company every reasonable opportunity to remedy the buyer's complaint. If the buyer fails to provide the company with access requested by the company, buyer waives and releases the company and its agents of any liabilities or damages arising from this agreement, whether arising from the complaint or otherwise
12. The buyer authorizes the company to obtain or exchange any personal and/or credit information with any agent towards establishing or verifying the buyer's financial status.
13. The buyer fully understands that the total contract price is due and payable in full immediately upon majority completion of the specifications in this agreement. The only exception is if the total contract price has been financed through a third party lending institution or a separately agreed upon customer payment plan: in which case, the buyer agrees to sign all necessary papers and provide all stipulations required by such lending institution immediately on request. If the buyer refuses to sign the paper work or provide the stipulations then interest shall accrue, at the rate of 2 percent per month, upon the company completing the specifications, and will be added to the total contract price remaining due and unpaid.
14. Amounts past-due hereunder shall incur a late fee equal to 1.5 percent per month of the portion of the total contract price remaining due and unpaid each month thereafter until the total contract price is paid in full. The company shall be entitled to an award of its attorney's fees in connection with any legal action brought to collect any amounts due and owing hereunder to cover the extra administrative and other costs.
15. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration pursuant to the AAA rules and judgment on the award rendered by the arbitrators
16. The company has a policy of continued improvement and reserves the right to modify its products as displayed in any advertisements or sales material, from time to time as it deems necessary without notice or liability to the buyer.
17. The parties agree that the courts of the state of Pennsylvania or the courts of the United States located in the Montgomery County , shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Montgomery County (and agree that the sole venue for such challenges shall be Montgomery County, Pa)
18. Both the sales contractor executing this agreement on behalf of the company and the installations contractor performing the specifications under this agreement are independent contractors' of the company and are not employees of the company
19. Buyer hereby indemnifies the company from any damages arising from buyer's breach of any representation, covenants or obligation hereunder, or including without limitation reasonable attorneys fees and costs. Buyer represents to the company that buyer has no knowledge of any condition or fact regarding the property which might pose a danger to the company or its agents or that might make the installation more difficult or expensive.
20. The express warranties, if any, contained herein are in lieu of all other warranties, either expressed or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation on the part of manufacturer.
21. Upon completion of the installation, the buyer shall inspect the installation and either execute a reasonable acceptance and satisfaction, in a form satisfactory to the company, or notify the company of any objections or complaints. If buyer fails to execute acceptance and satisfaction and to notify the company of any objections or complaints within three (3) days of installation, the buyer will waive any claims against the company, and the company shall have no duty to address any objections or complaints.
22. This agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes any oral statements. The rights, obligations, and interests of the parties may not be changed, modified or amended except by written agreement of the parties hereto, including without limitation by oral statements of the sales consultant contractor or any other person or entity

Right of Rescission/Notice of Cancellation

You may cancel this transaction, without any obligation, within three (3) business days from the date this agreement was signed. However, you may not cancel if you have requested the seller to provide goods or services without delay because of an emergency and: The company in good faith makes a substantial beginning of performance of the Agreement before you give notice of cancellation; and. In the case of goods, the goods cannot be returned to the Company in substantially as good condition as when received by the Buyer. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within fifteen (15) business days following receipt by the company of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the company at your residence, in substantially as good condition as when received and goods delivered to you under this agreement. If you fail to make the goods available to the company, or if you agree to return the goods to the company and fail to do so, then you remain liable for performance of all obligations under this agreement. (Local Link)