**Logo, company name

Description automatically generated**

**PND Construction**

**Specializing in Full Construction, Re-model, Septic, Plumbing, Electrical, HVAC, Lawn Service, and Landscape**

**2230 South Volusia Avenue**

**Orange City, Fl. 32763**

**407-864-7634**

[**CS@pumpndumpusa.com**](mailto:CS@pumpndumpusa.com)

[**Tracy@pumpndumpusa.com**](mailto:Tracy@pumpndumpusa.com)

*Contract / Proposal*

**Contract #** **Date**:

**Customer Name**:

**Customer Address**:

**Customer Number**:

**Customer Email:**

***#1 PND proposes to****:*

* XXX

# *Scope of work*

* XXX
* XXX
* XXX
* XXX

***Estimated Cost per job***

$ 0000.00 Parts and Labor

*If needed- permitting, architect drawings, and/or HOA fee approvals are at an additional cost to the customer based on city, county, architect, or HOA development.*

***Payment / Draw Schedule***

First payment /draw is required to bind both the owners and contractor together in this contact. Each Payment thereafter shall be made on a timely manner to keep project on schedule, failure to maintain the payment schedule may lead to delays in project that are beyond our (PND) control possibly causing a financial burden on both parties involved.

1st Payment / draw 1/2 (Due at contract signing and scheduling)

2nd payment / draw (if applicable) Change orders are due at time of changes

3rd payment / draw (if applicable)

Final payment / draw 1/2 (Due on completion of job)

***Additional Contract Details***

When needed- A separate specification sheet (Spec sheet) should be filled out by customer for accuracy of finishing and specialty materials with the customers wishes to have placed, installed or just used in respect to builder’s grade finishes, trim, paint, flooring, textures, blinds, and carpet, not limited to cabinetry. If no spec sheet has been supplied, then finishes shall be considered a vanilla shell method of completion.

If at any time the customer decides to make changes to the scope of work or add additional work, there will be a change order completed and signed by both the manager or contractor and customer.

## ***Safety First***

All employees of PND will be covered by workman’s compensation for the duration of this contract and are required by company policy to attend monthly safety meetings.

All subcontractors shall carry all required workman’s comp and liability insurance as to hold customer, contractor, and owner harmless.

If at any time a safety concern arises please notify any PND employee or contact the main office at

407-864-7634.

***TERMS AND CONDITIONS***

**(Initial each Terms and Condition, and sign to accept the terms of the contract)**

1. \_\_\_\_TIME FOR PERFORMANCE: The company will not be responsible for any delay or delays that, directly or indirectly, result from or are contributed to be Customer’s failure to perform its obligations hereunder or by any cause beyond Company’s reasonable control, including, but not limited to: fire, flood, or other act of god; strike or other labor disagreement; acts or requirements of governmental or other civil authorities; riot, war , embargo, shortage of labor, material, or energy. If equipment, materials, personnel, or supplies remain on Customer’s site at Customer’s request remain on sight during such a period delay, invoice will be rendered in accordance with description of work set forth, herein (the “ Scope of Work”), and Customer will also pay the Company for all extra costs and expenses incurred by the Company.
2. \_\_\_\_REPRESENTATIONS AND WARRANTIES OF THE COMPANY: The Company shall perform the services in conformance with all applicable Local, State, and Federal Laws, regulations, and guidelines and in conformance with the Scope of work.
3. \_\_\_\_EXCLUSION OF OTHER REPRESENTATIONS AND WARRANTIES: The representations and warranties given in paragraph 2 are the only representations and warranties given by the company with the respect to the services to be performed in connection herewith and to be in lieu of all other representations and warranties whether express, implied, or statutory including implied warranties of merchant ability or fitness for a particular purpose.
4. \_\_\_\_LIMITATIONS OF REMEDIES: IN the event of the company’s liability, whether based on contract, tort (including, but not limited to, negligence, strict liability, or otherwise) Customer’s sole and exclusive remedy will be limited to, at the Company’s option, in replacement or correction of any Services not in conformance with the Scope of work or these terms of conditions, or the repayment of the portion of the purchase price paid by the Customer attributable to the nonconforming services. The Company will not be liable for any other damages, either direct, indirect, incidental, or consequential or otherwise, and in no event shall the company’s liability exceed the price paid for the nonconforming services.
5. \_\_\_\_LIMITATIONS OF LIABILITY: The Company shall not be liable for any liabilities, claims, demands, expenses, or losses incurred by the Customer or other parties as a result of any claim, suit, or proceeding based on (i) changes in applicable laws or regulations after the Services are completed; (ii) acts or occurrences outside of the Scope of Services; (iii) release of toxic materials or hazardous substances to the equipment which are not a result of the gross negligence or willful misconduct of the Company; (iiii) failure of Customer to obtain required permits, license, or approvals.
6. \_\_\_\_TERMS AND METHODS OF PAYMENT: Unless otherwise agreed in writing, itemized invoices will be submitted for payment to Customer either (i) every week or (ii) upon completion of the Services whichever time is the lesser.

(a) All invoices are due and payable upon receipt.

(b) All payments received thirty (30) days after the invoice date will be assessed a late payment service charge of 1 1/2% per month for each month any amount of such invoice remains unpaid, or, if lower, the maximum allowed by applicable law. All invoices received will be applied first to late payment service charges and then to the invoice balance.

(c) The Company may, at any time or times, suspend performance of the services or require security or other adequate assurance satisfactory to the Company, when in the Company’s opinion the financial situation of Customer or other grounds for insecurity warrant such action.

1. \_\_\_\_DELINQUENT PAYMENTS: In the event Customer fails to make any payment when due, the Customer shall pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by the company in connection with all actions taken to enforce collection or to preserve and protect its right hereunder, whether by legal proceedings or otherwise, without limitations, reasonable attorneys’ fees and court costs.
2. \_\_\_\_CLAIMS: Unless otherwise agreed in writing, claims relation in any way to any portion, must be made promptly within two (2) days after such Services are performed and must be confirmed in writing within five (5) days thereafter. In no event shall Customer hold back payment during any period such claims are pending.
3. \_\_\_\_TAXES: Unless otherwise agreed in writing, Customer shall be responsible for all sales, use, excise or other tax.
4. \_\_\_\_PPROVALS, PERMITS, LICENSES, ETC: Unless otherwise agreed in writing, Customer shall be responsible for securing, at its expense all necessary permits, approvals, easements, and judicial and/or administrative orders to enable the Company to perform the Services.
5. \_\_\_\_SITE CONDITIONS: Customer shall furnish the following information to the Company with the respect to the site on which the Services are performed (the “Site”): (i) its physical characteristics; (ii) soil reports and subsurface investigations; (iii) legal limitations and restrictions; (iv) utility locations; (v) legal description and survey; (vi) other reports or documents which may be reasonably requested by the Company. Customer shall also advice the Company of any special chemical or physical hazards associated with the Site and materials to be handled by the Company in performance of the Services.
6. \_\_\_\_UTILITIES: Unless otherwise agreed in writing, Customer shall provide at its expense, all utilities necessary to perform the Services.
7. \_\_\_\_WASTES: All wastes resulting from the performance of the Services shall remain on property of the Customer. The Company assumes no liability arising from the pumping, handling, storage, transportation, or disposal of such waste unless otherwise agreed in writing. In performance of the services, the Company assumes no responsibility for waste materials or contamination located on Customer’s Site.
8. \_\_\_\_IDENTIFICATION:

(a) Customer shall indemnify and hold the Company harmless against any and all liabilities, claims, demands, expenses, or losses resulting from the (i) performance of Services in compliance with Customer’s instructions or specifications; (ii) negligent or intentional acts or omissions of Customer, its employees, officers, agents, directors, or subcontractors; (iii) release of toxic materials or hazardous substances to the environment which are not a result of the gross negligence or willful misconduct of the Company; (iv) failure of Customer to acquire necessary permits, licenses, approvals, easements, or orders as herein required.

(b) Customer shall indemnify and hold the Company harmless against any and all liabilities, claims, demands, expenses, or losses resulting from negligent or intentional acts or omission of the Company, its employees, officers, agents, directors, or subcontractors; provided, however, that the amount of such indemnification is limited to the price of the Services which give rise to the claim of indemnification.

1. \_\_\_\_CHANGE ORDERS:

(a) Any changes in the Scope of Services as set forth in the Scope of work set forth hereon shall be agreed to in writing between the Company and Customer and shall be only on a mutually agreeable time and financial basis.

(b) In any emergency affecting the safety of persons or property, the Company shall act as its discretion, to prevent threatened damage, injury, or loss. Within five (5) calendar days after taking such actions, the Company shall supply a detailed report to Customer which shall specify the emergency, action taken, and such other information the company shall reasonably feel is necessary to fully explain the emergency. The Company shall invoice Customer, and Customer shall pay for all extra costs incurred by the company in the event of such emergency unless such emergency was caused by the gross negligence or willful misconduct of Company.

1. \_\_\_\_RECORDS AND SATA: All record and data generated by the Company in the performance of the services remain the property of the Company. The Company shall retain such records and data for a period of two (2) years or such longer period required by law. If requested, copies will be provided to Customer at Customer’s expense.
2. \_\_\_\_INDEPENDEDNT CONTRACTOR: Company shall perform the Services in accordance with the attached Scope of Work as approved by the Customer. Customer shall have no right to exercise any control or direction over the employees or agents of the Company in connection with the services. Neither party shall have authority (i) to employ any person as agent or employee for or on behalf of the other party or (ii) to make representations or assume or create any obligation, express or implied, on behalf of the other party.
3. \_\_\_\_ENTIRE AGREEMENT: It is hereby further understood and agreed the express terms of the attached Scope of Work and the Company’s terms and conditions constitute the entire agreement between Customer and Company and there are no other agreements, representations, or understandings between Company and Customer relating to the Scope of Work or the services to be performed by Company in accordance therewith, and that all agreements, representations, and understandings of the parties with respect of the Services to be performed by the Company are merged with and superseded by the terms of the attached Scope of Work and these Terms and Conditions. No provisions of the Scope of Work or the Company’s Terms and Conditions may be waived, altered or modified in any manner, unless the same shall be set forth in writing duty authorized officer of the Company. In the event that any purchase order, requisition, or other notice of authorization to proceed in accordance with the Scope of Work contains any provision, term, or condition which is in addition to or inconsistent with any provisions herein, no inconsistent provisions, terms, or conditions shall be deemed to have been tacitly accepted by the Company by reason of the Company’s commencement of Services pursuant to any such order, requisition, or other notice of authorization to proceed. The Company’s Terms and Conditions shall supersede any such purchase order, requisition, or other notice authorization to proceed.
4. \_\_\_\_GOVERNING LAW: If any fees or costs are incurred to enforce this Agreement, or if any suit or action is brought to enforce any provision of this Agreement, or for damages for the breach of any of the terms of this Agreement, the prevailing party shall be entitled, at trial and on appeal, if any, to reasonable attorney fees and costs as awarded by the court. This Agreement is and shall be deemed accepted in Florida and interpreted and enforced in accordance with the laws of the State of Florida, applicable to contracts to be made and to be performed entirely within this state. The parties hereto agree that any suit, dispute, or action brought pursuant to this Agreement shall be brought exclusively to the Ninth Judicial Circuit Court for the county of *\_\_\_\_\_\_\_\_\_\_\_\_\_*, State of Florida, or the federal court for the district of Florida.

State Certified

**Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Manager / Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Manager / Contractor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*A copy of the contract will be provided via email or mail to the customer*