



TERMS OF SERVICE

This document describes the terms under which Donewell, LLC will agree to perform work for a Customer. By hiring Donewell to perform work, the customer accepts and agrees to be bound by these terms.

Parties: "Customer" includes the property owner and any representative, agent, tenant, lessee, assign, officer or employee, who has the authority to enter into a legally binding contract to perform the work on the property. "Donewell", "We", "Us", and "Our" includes Donewell, LLC, its representatives and employees.

Work: Work includes any and all activities performed by Donewell that have the purpose or outcome of improving or modifying all or part of a real property, remedying a defect with said property, or performing any activity required to affect said improvement, modification, or remedy. Donewell reserves the right to reject any work that we are not willing, able, permitted, and/or licensed to perform, for whatever reason.

License: Donewell is licensed to perform work as a General Contractor under the laws of the State of Washington.

Good Faith Estimate: Upon customer request, Donewell will provide a non-binding estimate of the work to be performed, the time required, and the cost anticipated. The provided total cost is a good faith estimate of compensation for the time and resources we anticipate are required to complete the described work. Actual time and resources required, and thus the final cost ("Actual Total"), may vary for variety of reasons including, but not limited to change orders, changes in cost or availability of materials and supplies, unforeseen circumstances or discovered issues. Customer agrees that a final cost can only be known once the work has been completed.

Bids and Estimates: A proposal ("Bid") differs from an estimate. An estimate is a non-binding, approximate accounting of the work required that is performed. Estimates may be verbal or in writing. If accepted, a Bid becomes a binding agreement between Donewell and the Customer. More effort is expended to produce a Bid under no expectation that the customer will accept the Bid. Thus, customer agrees that if they request a Bid, they shall pay Donewell \$50, which will be refunded to the customer should Donewell be hired to perform the work.

Presence of debris & clean up: Our work creates dust and debris. We take precautions to maintain a clean workspace. We will leave the worksite in a broom-clean state. Unless otherwise specified, waste produced by the proposed work will be removed by us and disposed of at a rate of \$0.15/lb (weighed at dump).

Remote Work Site: All work sites outside the city of Bellingham, WA are considered "remote" and will incur a charge of \$0.75 per mile for mileage driven in the performance of the work performed.

Deposits and Payments: Larger jobs may require a deposit before work will begin and installment payments made during the work period. Customer agrees to make timely payments of required amounts.

- *Job estimates of less than \$500:* 0% deposit. 100% payment of Actual Total due on completion of work.
- *Job estimates of \$501 to \$5,000:* 30% deposit of estimated total. 100% of balance of Actual Total due on completion of work.
- *Job estimates exceeding \$5,000:* 30% deposit of estimated total. 40% of estimated total due at one half of estimated work duration. Remaining Actual Total balance payment due on completion of work.

Access & Security: The Customer shall provide appropriate access to the job site as needed to perform the work. Donewell shall not be responsible for any delays in work due to site inaccessibility. Customer agrees to maintain sufficient security of the job site and shall hold Donewell harmless for any losses resulting from said access.



Safety: Although Donewell takes precautions to minimize work site dangers, an active work site can be dangerous. The Customer agrees to refrain from entering or allowing others to enter the worksite except as necessary and only with explicit acknowledgement by Donewell. By the act of entering the work site, an individual agrees to assume all risk associated with their presence in the work site and agrees to hold Donewell harmless in the event of injury or death arising from their presence in the work site, no matter how caused.

Discovered Issues: We make every attempt to accurately estimate the time and cost of our services. However, visual inspection often does not reveal underlying complications or issues. Such hidden or unforeseen complications may include, but are not limited to, structural damage or anomalies, presence of hazardous materials or conditions, pre-existing damage, deterioration, rot or mold, or substandard workmanship of existing construction. Where a hidden or unforeseen complication is discovered that will substantially increase labor or materials costs, it will be brought to the immediate attention of the Customer. If a discovered issue or issues prevent(s) the continuation and/or completion of our work as described, we will suspend work until the issue(s) is (are) resolved to a state that does not jeopardize our safety or the quality of our craftsmanship. The Customer agrees to decide to: 1. have us continue the work at the increased cost of remedying or working around the underlying issue(s); 2. suspend our work and hire a third party to address the issue(s), or; 3. discontinue our service. If the Customer chooses not to remedy discovered issues to our satisfaction, we reserve the right to discontinue work. If we discontinue work due to an unremedied discovered issue that has been brought to the attention of the Customer, the Customer agrees to pay us for all work we have conducted to that time.

Change Orders: The Customer agrees that any removal, alteration, or addition to the work initially described constitutes a change order. Change orders will be considered only if we have availability and qualifications. If we agree to the change, customer agrees to pay all costs associated with any changes to the work described herein.

Payment: Full payment of any outstanding balance is expected upon the completion of work to the reasonable satisfaction of the Customer. Any balance outstanding for more than thirty (30) calendar days from the completion of the work will incur a late fee of ten (10) percent of the balance due. Balances outstanding for more than sixty (60) calendar days will incur an additional late fee of one (1) percent of the outstanding balance compounded daily until the balance is paid in full. Payment may be made by major credit card, cash, or check. Returned checks will be subject to a fee of fifty (\$50) dollars. A three (3) percent convenience fee will apply to all credit card payments.

Reasonable Satisfaction: We stand behind our work. Within the limitations of what is reasonable given existing conditions, we make every effort to produce work that meets or exceeds a level that a reasonable person would consider satisfactory.

Disputes and Resolution: Both parties agree to first attempt to resolve any disputes informally and in good faith as they arise. If a Customer claims dissatisfaction with our work, they agree to make that claim privately and to allow us to address their dissatisfaction to a reasonable degree. Customer agrees they will not make adverse or injurious public statements or withhold payment for any reason. In the event a Customer does not pay for work performed by us, we reserve the right to pursue payment through all available means, including but not limited to referral to a collection agency, litigation, and or a lien on Customer property. Customer agrees to pay for any costs incurred by us in the collection of an outstanding balance.

Revision of Terms: Donewell reserves the right to modify, alter, update, retract, or otherwise change all or part of these terms at any time and at our discretion, with or without notice. Only the terms in effect at the time of work performed shall be deemed valid.

Severability: If any part of these terms are found to be invalid by a court of law in the state of Washington, it shall not affect the applicability or enforcement of any other part of these terms.