

Terms and Conditions

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1. "Client" refers to the firm, company, or individual who purchases or agrees to purchase Goods and/or Services from the Contractor and who will bear responsibility for all payments made to the Contractor.
2. "Commencement" shall refer to the day when Contractor's crew first arrives at the Property.

3. "Contract" is the physical, signed estimate/contract between Contractor and Client created for the purchase of Contractor's Services and/or Goods.
4. "Contract Price" is the monetary amount, in U.S. currency, which Client agrees to pay to Contractor under this Contract, including any amounts agreed to by both parties in addition to this Contract after signatures are attached, including but not limited to all modifications agreed by Client and Contractor.
5. "Contractor" shall be PM Landscaping .
6. "Goods" include the articles, supplies, raw materials, products, and other tangible Items that the Client agrees to purchase from the Contractor.
7. "Instruments of Service" are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Contractor under this agreement. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, images, videos, and other similar materials.
8. "Parties" shall mean the Client and Contractor.
9. "Project" shall be the work as fully described in the Contract.
10. "Property" means the location of the Project as identified in the Contract.
11. "Services" include the landscaping, constructing, transporting, and other such work provided to the Client by the Contractor as fully described in and reasonably inferable as necessary to produce the intended results contemplated by the Contract.
12. "Terms & Conditions" are the terms and conditions of sale as defined by this document and any additional terms and conditions agreed to in writing by Client and Contractor.

II. SCOPE OF WORK

1. Performance of Services: Contractor agrees to perform for Client the Services described in the Contract, attached and incorporated herein. As full consideration for the performance of Services, Client shall pay to Contractor the Contract Price stated in the Contract.
2. Additional Services: Additional Services are those Services that result from changes in the scope of the Project, revisions to the Project when such revisions are inconsistent with written approvals or instructions previously given, and any other Services that are not included within the Contract. The contractor will only perform Additional Services when authorized by the Client orally and/or in writing. Contractor shall be entitled to reasonable compensation for any Additional Services, including a 10% mark-up for additions made after work has commenced.
3. Schedule: Because of uncertainties inherent in the Services contemplated herein, schedules are subject to revision unless otherwise specifically described in the Contract.
4. Contractor Initiated Change to Schedule: Should Contractor, at its sole reasonable discretion, determine a change to the originally agreed upon schedule is necessary, Contractor shall have the right to make said change. The contractor will inform the Client of any change to the schedule that will add more than twenty-four (24) hours to the estimated schedule. Unless the delay was due to the gross negligence of the Contractor, the Client shall not be entitled to a reduction in price for a delay.

5. Client Initiated Change to Schedule: Should Client require Contractor to adjust the schedule originally agreed upon by the Parties, Contractor shall be entitled to a reasonable increase in Contract price to cover any additional costs due to the change.
6. Changes to Contract Time: If the Contractor is delayed at any time in the commencement or progress of the work by labor disputes, fire, flooding, inclement weather, unusual delay in deliveries or other supply chain-related delays, discovery of hazardous materials, or other causes beyond the Contractor's reasonable control, the Contractor shall be entitled to an extension of the deadline for completion of the Project, if any such deadline has previously been agreed upon by the Parties. Client shall not be entitled to a reduction in price for any such delay.
7. Access to Site: Contractor will have reasonable access, as described below, to the site for activities necessary for the performance of the Services. Client agrees to allow the Contractor access to site within the agreed working hours and throughout the agreed time period.
8. Staging Area: Client acknowledges that Contractor will need a staging area to put pallets of stone, sod, wood, dumpsters, etc. This staging area must be in reasonable proximity to the Contractor's work on the Property and must be within the boundary of Client's Property.
9. Client will, prior to the date of delivery, inform the Contractor of the location of this staging area.
10. Should Client provide Contractor a Staging Area that Contractor deems to be insufficient or inconvenient, as reasonably determined in the sole discretion of the Contractor, Contractor shall be entitled to a reasonable price increase to compensate for the additional time and/or labor costs.
11. Parking:
12. Client acknowledges that Contractor will use Client's driveway and the street curb for Contractor's vehicles. Client agrees to keep these areas clear throughout the working hours of 8:00 a.m. – 6:00 p.m.
13. Should Contractor be prevented from parking in either of those locations, either due to Client's refusal or impracticality, and should an adequate alternative not be available, the adequacy of which shall be determined at Contractor's sole discretion, Contractor shall be entitled to a reasonable price increase to compensate for the additional time and/or labor costs.
14. Payments: Client shall pay to Contractor the amount agreed upon in the Contract, subject to any written change as outlined in Section II.2, and as described in this Section.
15. Payment Structure:
16. 30% of the contracted amount due at Contract signing.
17. 20% of the contracted amount due at the Project's Commencement.
18. 30% of the contracted amount due after the Project's Substantial Completion, as described in Section II.6.
19. 20% of the contracted amount due after the Project's Final Completion, as described in Section II.6 (the "Final Payment").
20. Payment Method:

21. Invoiced to email: Client shall pay all outstanding invoices through Contractor's emailed invoice or with check.
22. Credit Card: Should Client choose to make a payment via credit card, Client shall be responsible for all additional processing fees, which generally range from 3%-5% in addition to the underlying transaction amount and are subject to change at any time.
23. The contractor reserves the right to accept alternative forms or methods of payment at its sole discretion.
24. Interest on Late Payments:
25. Client shall make payments to the Contractor not later than seven (7) days after the Contractor notifies the Client in writing that a payment is due. Should the Client fail to pay within that timeframe, the contractor may, at its discretion, halt all work on the Contract.
26. Client shall be responsible for any and all costs associated with delays caused by Client's late payment, including, but not limited to, the costs required to restart the work, storage costs, labor costs during the delay, and any other incidental costs.
27. Interest on late payments shall accrue at the rate of one and one-half percent (1.5%) per month commencing on the date that payment became due and payable.
28. Material Costs: Client acknowledges that the estimated material costs may differ from actual material costs. If, during the performance of the contract and through no fault of the Contractor, the price of any material significantly increases, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of execution of the Contract. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the Contractor, as a result of the shortage or unavailability, Contractor shall not be liable for any additional costs or damages associated with such delay(s).
29. Project Completion: There shall be two stages of Project Completion for purposes of determining the Parties' rights and obligations under the Contract, including but not limited to the payment obligations set forth in Section II.5.A above.
30. Substantial Completion
31. When the Contractor considers that the work is sufficiently complete for the Owner to use the work for its intended purpose, the Project will be determined to have reached a state of Substantial Completion.
32. At the time of Substantial Completion, all warranties required by the Contract Documents shall commence and the Contractor shall prepare and submit to the Owner a list of items to be completed or corrected prior to the Final Payment (the "Punch List").
33. Immediately upon Contractor's determination that the Project has reached the state of Substantial Completion, the payment referenced in Section II.5.A.iii above shall become due and payable.
34. The Owner shall make an inspection to determine if there are any additional items to be completed or corrected that are not on the Contractor's Punch List.

35. After the parties agree upon the items to be included on the Punch List, the Contractor shall promptly complete or correct all items on the Punch List.
36. Final Completion
37. Once the Contractor certifies that the items on the Punch List have been completed, according to the Contractor's reasonable determination, the Project will be determined to have reached a state of Final Completion.
38. Immediately upon Contractor's determination that the Project has reached the state of Final Completion, the Final Payment referenced in Section [II.5.A.iv](#) above shall become due and payable.
39. 811 Services: Contractor will call for all utilities to be marked prior to commencing work.
40. The contractor shall not be liable for any unmarked/private underground utilities. Contractor's personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that Contractor's personnel may not be able to identify all subsurface utility lines and manmade objects, and that the information upon which Contractor relies may contain errors, may be incomplete, or may be insufficient. Contractor is not responsible for any unforeseeable damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties.
41. The contractor automatically provides underground utility coverage to the client for a flat fee of \$250. The client may opt out of Contractor's underground utility coverage by providing advanced written notice of the decision to opt out prior to the start of the Project.
42. Miscellaneous:
43. Dumpsters: Dumpster(s) may be required, and can be placed on the curb in front of the Property. The client will be charged a \$500 dumpster permit fee (where applicable) by the Contractor.
44. Facilities: If Client requires Contractor's crew to utilize a portable toilet rather than inside facilities, Client will be responsible for a fee of \$300 to cover the cost of a rental toilet facility.
45. Irrigation, Drainage, and Lighting: Contractor will conduct an evaluation of all outside irrigation, drainage, and lighting systems prior to the start of the Project. Should Contractor discover any issues with either system, Contractor will inform the Client of such discovery.
46. Contractor is not responsible for any prior services/installations not completed by Contractor. However, at Client's request, the Contractor will repair or update existing irrigation, drainage, and lighting systems to accommodate the Project's design at a rate of \$100 per hour plus materials.
47. Water Intrusion: Client acknowledges that the nature of the design and Contract may result in changes to the drainage patterns on Client's Property, including but not limited to as a result of intentional modifications to the topography and grading to accommodate the Project design and/or inadvertent topographical changes resulting from the use of heavy machinery on the Property. If any such changes to the drainage patterns on Client's Property result in the intrusion of water onto, into, and/or adjacent to any building structure on Client's Property, Client agrees that Contractor shall not be responsible for

the cost of repairing or remediating the water intrusion and any resulting damages occasioned thereby, unless the sole proximate cause of any such water intrusion is Contractor's gross negligence.

48. Termite Traps: Client acknowledges that given the nature of the design and Contract, Contractor may dislodge termite traps during the Project. If termite traps are dislodged or impacted during the Project, the Contractor shall not be responsible for the cost of repairing or reattaching the termite traps. Client assumes all responsibility for arranging for the repairing or reattaching of the dislodged or impacted termite traps.
49. Internet and Cable Services: Client acknowledges that given the nature of the design and Contract, Contractor may unintentionally dislodge or damage lines necessary for internet or cable services during its Project. If lines necessary for internet or cable are dislodged or impacted during the Project, the Contractor shall not be responsible for the cost of repairing the lines. Client assumes all responsibility for arranging for the repairing of the dislodged or impacted internet or cable lines.
50. Substitutions: Contractor has the right to provide reasonable substitutions for any elements in design choices that are unavailable. As set forth in Section II.5.D above, Client shall be responsible for any substitutions that are the result of significant increases in the costs of materials for the Project.
51. Accessories: Unless otherwise agreed in a writing signed by both parties, all accessories, including but not limited to appliances, ceiling fans, doors, televisions, television mounts, and all other related accessories, are not included in outdoor kitchens and other outdoor dwellings. It is the responsibility of the Client to provide their own accessories, and to do so in a timely manner that does not interfere with the Project's anticipated schedule. In accordance with Section II.3.B above, Client shall be responsible for all costs associated with any delay in the Project's schedule as a result of Client's failure to timely provide all such accessories.

III. CLIENT RESPONSIBILITIES

1. Communication:
2. Client agrees to respond to all communications by Contractor within a reasonable amount of time. Client acknowledges that delays in responding to communications by Contractor may result in delays and may require changes in Schedule and Additional Services.
3. Client acknowledges that for the fastest on-the-job response time and resolution, Contractor utilizes messages or phone call
4. Hazard-Free Worksite: The Client is responsible to ensure the worksite is free from any known hazards not easily discoverable upon a visual inspection of the worksite surface. If the Client is aware of any hazard, Client shall promptly notify the Contractor in writing. If, after the acceptance of the Contract, Contractor discovers obstructions or hazards not reasonably foreseeable that cause delay or increased costs, this will be deemed as a factor outside Contractor's control.

5. Water & Electrical Access: The Client is responsible for providing access to electricity and water. Client is responsible for the costs of electricity and water used during the duration of the Project.
6. Permits:
7. Unless otherwise agreed in a writing signed by both parties, Client agrees to be responsible for obtaining all necessary permits, warrants, and approvals from the appropriate authorities. Should the permit, warrant, or approval obtained prove to be false and the Contractor suffers damage and/or loss as a result, the Customer agrees to indemnify the Contractor for all resulting loss and damage suffered.
8. Subject to the above, Client may, as an Additional Service, request that the contractor obtains necessary permits. If Contractor is responsible for obtaining permits, Client must notify Contractor as to which permits Contractor will be responsible for obtaining. Client agrees to pay an additional fee in exchange for Contractor's procurement of the necessary permits for the Project.
9. Drainage: Client agrees to send Contractor a video of the Property during a period of heavy rainfall that shows the drainage conditions on the Property. Client acknowledges that without such a video, Contractor is not able to properly address drainage concerns, and Contractor will assume that the Property has average drainage conditions when designing and constructing the Project.
10. H.O.A. Approval: Client is responsible for securing H.O.A. approval as necessary for the Project. Client may, as an Additional Service, request assistance from the Contractor for help securing this approval. Client agrees to pay an additional fee in exchange for Contractor's procurement of the necessary H.O.A. approval for the Project.
11. Tips & Gratuity: Tips and gratuity for the crew are never required, but are always appreciated by the crew.

IV INSURANCE

1. The Contractor shall maintain the following types and limits of insurance until the expiration of the Project, subject to the terms and conditions set forth in this Section IV.1:
2. Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one-million dollars (\$1,000,000.00) each occurrence, two-million dollars (\$2,000,000.00) general aggregate, and two-million dollars (\$2,000,000.00) aggregate for products-completed operations hazard.
3. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than five-hundred thousand (\$500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage;
4. Workers' Compensation at statutory limits; and
5. Employers' Liability with policy limits not less than five-hundred thousand (\$500,000.00) each accident, five-hundred thousand (\$500,000.00) each employee, and five-hundred thousand (\$500,000.00) policy limit.

6. The Client shall be responsible for purchasing and maintaining the Client's usual property liability insurance coverage for the duration of the Project and Client shall ensure that Client maintains property insurance coverage sufficient to cover the replacement value of the Client's Property that might be damaged or destroyed during the Project.
7. Unless specifically precluded by the Client's property insurance policy, the Client and Contractor waive all rights against each other, and any of their consultants, contractors, subcontractors, suppliers, agents, and employees, each of the other, for damages caused by fire, flooding, or other causes of loss to the extent those losses are covered by the Client's or Contractor's property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

V. WRITING REVIEWS AND PROVIDING FEEDBACK

1. All current or former Clients must give prior written notice of dissatisfaction with Contractor's work before writing or otherwise publicly disseminating any negative information about Contractor on any internet platform or website. To that end, Client must communicate to Contractor in the event an issue arises and provide Contractor with a reasonable opportunity to address Client's concerns. As used herein, the term "reasonable opportunity" means that Client must provide Contractor three (3) chances to fix the issue before Client may write or otherwise publicly disseminate any negative information about Contractor on any internet platform or website.
2. Contractor has the option to take legal action against any Client, current or former, that damages the good reputation of Contractor or Contractor's personnel by engaging in defamation, slander, or libel, as well as other actions that express boundless criticism, and Contractor expressly reserves the right to seek recovery of all damages, including but not limited to consequential damages, that it sustains as a result of Client's wrongful acts. Client acknowledges that any impending or existing violation of this Agreement would cause irreparable harm, the exact amount of which would be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Client agrees that Contractor shall be entitled, as a matter of right, to obtain immediate injunctive relief. Contractor has the option to seek the removal of any written publication of a statement that is libelous, harassing, abusive, obscene, vulgar, or not related to the Goods or Services provided by Contractor.
3. This Section V shall survive the expiration or termination of the Contract.

VI. COPYRIGHTS AND LICENSES

1. All Instruments of Service furnished or created by Contractor shall remain the property of Contractor, and Contractor shall retain all common law, statutory, and other reserved rights, including copyrights, in those Instruments of Service.
2. Upon execution of the Contract, the Contractor grants Client a limited, revocable, and non-exclusive license to use the Instruments of Service solely and exclusively for

purposes of the Project, provided that client substantially performs its obligations, including prompt payment of all sums when due, under the Contract. If Client or Contractor terminates the Contract, the limited license granted in this Section shall terminate automatically.

3. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of Contractor's rights.
4. For the avoidance of doubt, Contractor expressly reserves the right to utilize the Instruments of Service, including but not limited to images and videos constituting, evidencing, or reflecting Contractor's Instruments of Service, in all formats and media, whether now or hereafter known, in connection with Contractor's marketing, advertising, and promotion of its goods and services, including the right to display or otherwise exploit the Instruments of Service in Contractor's advertising and marketing materials.
5. Except as otherwise stated in this Section, the provisions of this Section shall survive the termination of the Contract.

VII. GENERAL REQUIREMENTS

1. Entire Agreement: This document, the Contract, and the express warranties contained in the Warranty Agreement that Client has received in conjunction with the Contract shall constitute and define the entire agreement (the "Agreement") between Client and Contractor in relation to the Services and Goods provided or performed by Contractor to Client. This Agreement shall supersede all negotiations, communications, agreements, and representations, including written and oral, made prior to the Contract, and Client agrees to not rely on statements or representations not contained in the Agreement. The agreement may only be altered by a writing signed by both Client and Contractor. Provisions may be added to the Agreement at the discretion of Contractor and general Terms and Conditions may be varied or added to from time to time by Contractor with reasonable notice via writing or otherwise as required by applicable law.
2. Termination: This Agreement may be terminated by written notice by either Party as prescribed below.
3. Termination by Contractor: Contractor may terminate the Contract at any point should Contractor determine at its reasonable discretion that Client has failed to perform its obligations hereunder. Should Contractor exercise this right to terminate the Contract, Client shall pay Contractor for all Goods and Services rendered at or by the date of termination.
4. Termination by Client: It is always Contractor's top priority to ensure that all of Client's concerns are addressed promptly and fully, and Contractor believes that, if given the opportunity, Contractor can "make it right" before the Client determines that termination of the Contract is in Client's best interest. Nevertheless, any termination of the Project by the Client must be made in accordance with the following provisions:
5. Before Commencement of the Project: Client may terminate the Contract before Commencement of the Project by providing express written notice to Contractor. If Client provides notice of termination under this Section VII.2.b.i more than fourteen (14) days

before Commencement of the Project, Client shall be required to pay a termination fee equal to ten percent (10%) of the Contract Price. If Client provides notice of termination under this Section VII.2.b.i fourteen (14) or fewer days before Commencement of the Project, Client shall be required to pay a termination fee equal to fifteen percent (15%) of the Contract Price.

6. After Commencement of the Project: The Client may only terminate the Contract after Commencement of the Project if the Contractor is in substantial breach of a provision of the Contract. The Client must provide written notice of Client's intent to terminate to the Contractor twenty-four (24) hours prior to termination. Prior to termination, Client agrees to participate in a good-faith negotiation with Contractor to attempt to resolve any issues, concerns, or disputes related to the Client's intent to terminate. In the event of termination, the Client shall pay Contractor for all Goods and Services rendered at or by the date of termination, as well as a termination fee equal to twenty percent (20%) of the Contract Price.
7. Cancellation Fee: Should Client fail to comply with either the notice or negotiation requirements prior to cancellation, Client shall pay Contractor for all Goods and Services rendered at or by the date of termination, as well as a termination fee equal to twenty percent (20%) of the Contract Price.
8. Limitations Of Liability: In recognition of the relative risks, rewards, and benefits of the Project to both the Client and Contractor, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, Contractor's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Contract from any cause or causes, shall not exceed the total amount actually paid to Contractor by Client. Such causes include, but are not limited to, Contractor's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Unless caused by the Contractor's gross negligence, Contractor is not liable for any and all possible damages to the Client's driveways, regardless of what materials or compositions and structure the driveway is made with, due to the use of Contractor's tools for progressing with the completion of the Project, or resulting from delivery trucks that must go on the driveway to drop any and all items such as materials, plants, or tools at the homeowner's house. The Contractor does not offer any post-processing of any of its installations, such as but not limited to, sealing, staining, and painting.
9. Warranty: Contractor makes no warranties, express or implied, other than the express warranties contained in the Warranty Agreement that Client has received in conjunction with the Contract. Client acknowledges that the Warranty Agreement contains the full extent of all warranties, express or implied, that Contractor has made in connection with the Project. Contractor expressly disclaims all other warranties, whether express or implied, to the fullest extent allowed under Georgia law. The express disclaimers of certain warranties below are laid out for the sake of clarity only and shall not be interpreted to, in any way, limit the scope of the waiver in this Section of all Warranties not expressly laid out in the Warranty Agreement.
10. Turf and Plants: Contractor makes no warranty on turf provided. It is the Client's responsibility to go directly to the turf farmer for applicable warranties. The Client shall

be responsible for regularly watering all turf and plants installed as part of the Project. The Client understands that weed seeds can spread with wind and may infest the new lawn, and it is the Client's responsibility to contact a turf management company to take care of weeds and perpetuate a healthy lawn. Contractor will not be held liable to replace any turf and plants killed or damaged by rodents, animals or insects, neglect, drought, mechanical damage, natural disasters, or any alternative reasons over which Contractor has no control. Additional labor charges for the removal and re-installation of turf and plants may apply. Repairs and replacements made to installation after completion of the Project will be made at the expense of the Client. Client is responsible for a maintenance program to ensure weeds on Client's garden, turf, or pathways are killed or poisoned to keep the finished Project weed-free.

11. Third-Party Work: Repairs made to installations by any party other than Contractor void all warranties offered by Contractor. When a contractor attempts to fix a problem on a structure or project that another company, individual or homeowner previously completed, complications and unexpected results may occur. Contractor is not liable for any complications or imperfections caused by other entities other than for Contractor's original work unless specified otherwise in writing.
12. Governing Law: This Contract, and all disputes arising hereunder, will be enforced and interpreted in accordance with Georgia law.
13. Dispute Resolution:
14. "Make It Right": Contractor's first priority is the Customer's satisfaction. For that reason, Contractor always strives to "make it right" when Customer raises any concerns regarding the work that Contractor does on Client's Property pursuant to this Contract. Contractor also believes that formal dispute resolution is an option of last resort that is often unnecessary after the parties have conferred pursuant to Section VII.6.c here in.
15. Right to Repair: For certain claims related to residential construction projects, GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LEGAL ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.
16. Good Faith Negotiations & Mediation: Any claims, counterclaims, or disputes between the Parties to the Contract arising out of or relating to this Contract or breach thereof that are not subject to the Right to Repair Act or that are not resolved following the initial notice and offer procedure described above shall be subject to negotiation and mediation. The Parties shall first endeavor to settle the dispute through direct good faith discussions or negotiations. If the Parties do not resolve the dispute or claim within thirty(30) days of the first notice thereof, either party may request mediation, which shall

take place within thirty (30) days of the date the request is made. No written or oral representation during any settlement negotiations or mediation shall be deemed as party admissions.

17. **Mandatory Arbitration:** If both parties do not agree to mediation within thirty (30) days of said mediation request, or if the mediation does not result in a resolution of the dispute, then, upon written notice by either party, the dispute shall be finally settled by binding arbitration to be held in Atlanta, Georgia. Both Client and Contractor agree that any arbitration between the Parties regarding the Contract shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
18. **Exemption:** The dispute resolution process described in this Section VII.6 shall not apply to the Contractor's right to seek immediate injunctive relief as described in Section V.2.
19. **Indemnification:** Client shall indemnify and hold harmless Contractor and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the Client's negligence as it relates to the Services, only to the extent that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client, or anyone for whose acts Client may be liable.
20. **Force Majeure:** Contractor is not responsible for damages and delays caused by factors beyond Contractor's reasonable control, including but not limited to damages and delays because of strikes, lockouts, work slowdowns or stoppages, accidents, illness, pandemics, death, acts of God, 100-year floods, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Contractor's Services or work product promptly, or damages and delays caused by faulty performance by the Client. When such delays beyond Contractor's reasonable control occur, the Client agrees Contractor is not responsible for damages, nor shall Contractor be deemed to be in default of this Agreement.
21. **Consequential Damages:** Contractor shall not be liable to Client for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of Contractor.
22. **Severability:** Should any provision in this Agreement be found by any court of competent jurisdiction to be prohibited, invalid, or unenforceable, that provision will be considered stricken from the Agreement and such adjudication shall not affect, impair, invalidate, or nullify the Agreement in its entirety, but shall affect only the provision so adjudged.

CONTRACTORS SIGNATURE : _____

DATE: _____

CUSTOMERS SIGNATURE : _____

DATE: _____