



## **PREVOST FACILITY SERVICES GROUP TERMS AND CONDITIONS**

1. Provide a copy of any written standards of procedure or other safety protocols to Prevost Construction personnel that are required for your own employees prior to the performance of any work within the facility.
2. Disclosure of any hazardous materials being used in areas or work.
3. Provide clear direction on scope of work to be performed by Prevost Construction personnel and/or their subcontractors. Review and authorize work items prior to commencement of work.
4. Provide a clear work area if requested by Prevost Construction personnel. If required, equipment, supplies, or other items may be moved by Prevost personnel in order to perform said work. Client assumes all risk for loss or damage as a result of such activity and indemnifies Prevost Construction and its subcontractors of any monetary responsibility for any such loss or damages.
5. Client confirms that he/she is an authorized representative of the company and has authority to approve cost expenditures resulting from work authorizations.
6. This agreement covers the complete understanding between the parties and shall become a valid contract only when accepted by the client and subsequently approved by an officer or agent of Prevost Construction. No representations shall be binding on either part.
7. This agreement becomes effective immediately upon signature by both parties and shall remain in full force and effect from year to year unless cancelled by either party by written notice.
8. Prevost Construction reserves the right to increase labor rates and/or material prices at any time due to fluctuating market conditions. Client will receive written notice at least (30) days in advance of this occurrence.
9. Prevost Construction will not perform any repair work without the written approval of the client with permission to authorize said work.
10. If client is not the legal owner of the subject property where the work is to be performed, client agrees to provide all necessary information as requested by Prevost Construction as to the ownership entity of the property as requested.
11. Prompt payment for work performed is expected within a (15) day period from receipt of invoice. All work authorizations will be invoiced in accordance to the cost structure indicated herein and will be accompanied by the original work authorization and a breakdown of all material costs utilized in the performance of said work.
12. All materials used will be subject to a 10% mark up. The time required to procure materials shall be included in the cost of all services billed at the corresponding service level rate being performed.
13. Prevost Construction and its subcontractors reserve all rights under the mechanics lien laws of California to collect any unpaid monies for work performed under this agreement.
14. Failure to pay for any work performed under this agreement within a (30) day period will result in a finance charge of 1.5% per month which equals an APR of 18%. Client will also be responsible for any costs associated with collection of a debt including reasonable attorney's fees and other related expenses.
15. For "small project" work, client may request a written estimate to be provided based on the specific work requested. Prevost Construction will provide a detailed cost breakdown that will NOT be subject to the cost structure herein but will be based on the cost of work plus a fee. If client decides to not move forward with the "small project", it is agreed that client shall pay a \$150 estimating fee. There will be no estimating fee if the project estimate is accepted and the work commences.

