

Think Electric CCB# 154326 Terms Of Service:

- 1) **General:** Think Electric, hereafter referred to as TE offers its services solely under these Terms and Conditions. The terms are Time And Materials for all work not specifically identified as a bid, including change orders and extra work on bid jobs. Any prior terms are null and void. The Customer is the person(s) named and the Legal property owner or both. TE's offer is for a number of hours of work for a price specified in the bid or estimate. TE will stop work at the estimated or bid amount of hours. TE may from time to time request approval from the customer for additional work if any is required to complete the project, unless the customer requests otherwise.
- 2) **The Original Contractor;** is defined as a Customer whom is not the legal property owner and whom is representing they have the legal authority to subcontract TE to work at the property. Terms heretofore and hereafter applicable to the Customer shall also apply to the Original contractor. Original Contractor shall furnish a residential homeowner (if any) a copy of these terms within 8 days of the commencement of work and furnish TE the name and contact information of the Customer.
- 3) **Modifications:** If this offer includes acceptance of Original Contractor supplied terms or conditions at the time of offering a bid these terms shall to apply to all work not within the scope of work of the bid and Items in these Terms not covered in Original Contractor supplied terms or conditions leaves items herein not modified, in effect and enforceable. These terms may be updated from time to time see www.think-electric.com/Terms.pdf for the current version. Those terms in effect when the Customer accepted the offer shall be the terms that apply for the duration of the project. At the end of the project, customers option or, if any extra work is ordered the new terms shall apply.
- 4) **Residential Customers:** Customer will have read and signed (see definition of signed below) "Consumer Protection Notice Actions to Take When Hiring a Contractor" Required notice under ORS 701.330 (1) before the commencement of any work. Customers can obtain the most current notice directly at: <https://ccbed.ccb.state.or.us/WebPDF/CCB/Publications/CPN.pdf>.
- 5) **Residential Lien:** The Customer is informed that as of the commencement of these terms TE will provide material, labor and permits ordered by the Customer or Original Contractor for the property. TE waives its right to a lien on all solar, federal HUD, and prepaid jobs. The Customer has received the ccb notice at: https://ccbed.ccb.state.or.us/WebPDF/CCB/Publications/information_notice_liens.pdf. A lien may be claimed for all materials, equipment, labor and services furnished after a date that is eight days, not including Saturdays and Sundays and other holidays, as defined in ORS 187.010, before this notice was provided. Even if a residential Customer or mortgage lender have made full payment to the Original Contractor who ordered these materials or services, the property may still be subject to a lien unless TE providing this notice is paid. This is not a lien. It is a notice for your protection in compliance with the construction lien laws of the state of Oregon. This notice is provided by Think Electric CCB# 154326. For more information contact the construction contractors board at 503.378.4621 or <http://www.ccb.state.or.us>.
- 6) **Billed Time;** Includes all time related to the project. Travel, meetings, non productive job site time, breaks required by ORS 653.261 and 653.256, shopping, troubleshooting, programing, restroom use, cleaning, loading up tools equipment, meeting with inspectors, certain phone calls to technicians and other related time. See attached offer for current rates. Meals, return trip to our shop and personal calls are not Billed time.
- 7) **Materials:** Includes cost plus mark up on any part, rental, parking or other related cost to TE as a result of this work. Materials on site are considered in the Customers possession and liability. TE may provide free recycling of some used items, other trash optional disposal at an additional charge.
- 8) **Materials warranties** if any are solely from manufacturer. TE offers no additional warranty of materials. TE will check materials for defects prior to installation. TE will install materials in accordance with manufactures instructions, and preserve manufacturer warranties. TE shall replace material damaged by defective TE workmanship during installation at no cost. Labor to replace factory defective material is billed exclusively to the Customer.
- 9) **Practice of trade:** As per Oregon State Law ORS 479.620(2) at no time shall the Customer engage in, direct, supervise, or control the making of an electrical installation. As per OAR 918-282-0140 TE may not allow or fail to prevent, any individual to perform unlicensed electrical work on site.
- 10) **Customer Duties (OSHA):** Ensure the integrity of installed TE safety devices that lock power off or any circuits locked or tagged. Protect persons and property, electrical equipment and, other chattel in the work area from paint, debris, spray, dust or other effects of construction work. If designated to schedule electrical inspections, provide access for inspectors during business hours and, renew permits. Clear work area of obstructions. Provide access to restrooms, crawl spaces, utilities, utility disconnects, and panels related to work. If the Customer is unable to follow these duties TE will have to bill the Customer for the cost of these services or stop work.
- 11) **Payment:** Acceptable methods of payment include cash, money order, Paypal, most major credit cards, or locally drawn check. Additional payment terms may apply and will be included on the invoice. A payment is late if post marked after the due date. Alternate due date fee or late fee is minimum monthly charge of \$20 or TE debt interest rate whichever is greater. All discounts are lost if a payment is late.
- 12) **Performance:** If a written construction schedule is provided during the estimate and TE fails to comply with said schedule, TE shall pay all overtime costs necessary to complete the scope of work in a timely manner. Delays caused by; Customer violation of these te, other trades, strike, weather, local authority, utility co., occupancy of site, or by other unusual conditions are not considered as deeming TE to be found at fault.
- 13) **5 year Guarantee:** TE guarantees for a period of 5 years from permit final date all Labor to be of safe, of sound workmanship under the following conditions; The Customer uses the electrical system according to TE and product manufactures specifications and directions. The Customer performs all necessary maintenance and maintains the integrity of the property. All repairs or alterations to the installed electrical work are done by TE. Void if the property is damaged by natural or unnatural events. TE may take 60 days from date of complaint to correct any defects, employee negligent work, damages, errors, omissions or improper work.
- 14) **Resolution of disputes:** If a dispute results all labor and materials already furnished are due and payable immediately including items that are disputed. The cost of any dispute resolution services or legal fees shall be split between the parties. If upon resolution of the dispute any amounts are to be refunded they will first go to cover costs of resolution. Any valid claim including claims filed under ORS 701.145 or ORS 701.146 that includes personal, legal, personal, or other expenses shall at no time have any value in excess of the total TE invoice amount. Any dispute between the parties other than an action pertaining solely to whether or not amounts due were in fact paid and received shall be resolved in Eugene Oregon in the following order and no other remedy, or action taken; Mediated by a neutral party that is not a party to the dispute the outcome shall include a written statement of conclusion and agreement. Binding Mediation then if there is a breach of the resolution Binding Arbitration.
- 15) **Enforcement:** Failure of either party to enforce any provision of these terms shall not be a waiver or relinquishment of its right to such performance in the future nor of the right to enforce any other provisions of these terms. If any provision of these terms is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the terms did not contain the particular provision held to be invalid.
- 16) **Lead & Asbestos Notice** Your property may contain Lead paint or Asbestos that this work may disturb. Customer unconditionally releases TE from any liability or obligation to clean up or abate disturbed contaminants. Customer is to read <http://oregon.gov/DHS/ph/leadpaint/pro.shtml>.
- 17) **Limitation of liability:** The parties shall indemnify, hold harmless and defend each other from any and all claims, liabilities, demands, costs related to; Lead, Asbestos, Loss of; time, productivity, scheduling, deadlines, contractors, power or similar events that might result from this work. Customer assumes liability of repairing any accidental holes, cracks, openings, leaks, breaks or damaged chattel resulting from the work. The Customer shall defend, indemnify and hold harmless TE, its officers and employees from any losses suffered by TE, its officers and employees, and any and all claims, liabilities or penalties asserted against TE, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Customer and Original Contractor.
- 18) **Termination:** Either party may terminate these terms by delivering notice of such at any time. Upon violation of these terms TE may terminate the permit for the project and stop work. Upon termination amounts payable are due immediately. Upon satisfactory receipt of full final payment the parties unconditionally release each other from any future action including liens, claims, disputes and or any addendum heretofore or hereafter signed and adopted. However if a dispute or claim arises it will be settled in accordance with these terms and the covenant of limitation of liability will prevail.
- 19) **Signature:** TE and Customer define and accept electronic signature, email, deposit, or verbal acceptance as a signature indicating acceptance of these terms.
- 20) **This document** is copyrighted © Think Electric 2010 and licensed under <http://creativecommons.org/licenses/by-sa/3.0/us/> Creative Commons Attribution-Share Alike 3.0 United States License.

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Customer Signature (you may also email acceptance)