

**THE TERMS AND CONDITIONS BELOW ARE PART OF THE ATTACHED ESTIMATE/INVOICE/
CONTRACT**

TERMS and CONDITIONS

1. **CUSTOMER SATISFACTION.** HMC offers customized maintenance services to our customers including cleaning services performed to the customer's satisfaction. HMC will return to the Customer's premises to complete any service item if the Customer gives HMC notice within three (3) days after our service of any work performed that is not to customer's satisfaction. Customer will give HMC notice of any complaint with services provided by HMC and will grant HMC access and reasonable opportunity to correct any of HMC's work before Customer cancels this contract or engages another service supplier to perform any of HMC's work under this contract.
2. **SCOPE OF WORK.** HMC is not responsible for any damage or condition existing before our service, normal wear, customer negligence, or items not visible on HMC's initial inspection. If any previously unforeseen rot/damage is identified during completion of contracted work, HMC will cease completion and discuss new findings and associated costs with Customer before continuing. HMC will - for all estimated services - include set up, clean up, materials, materials acquisition, & labor in all rates quoted unless otherwise specified in the estimate. For painting-related projects, HMC will provide paint of similar quality, color and sheen as the original materials. The closest paint match is always attempted though it should not be expected that aged paint will match new paint in every way.
3. **BILLING AND PAYMENT.** HMC will bill Customer for all contracted Scheduled Maintenance Plan (SMP) services on a monthly basis – all other services will be billed upon completion. First payment for a 12mo. Scheduled Maintenance Plan must be received at time of first SMP visit. For all other services, Customer agrees to pay invoices in full within 15 days of invoice date. HMC reserves the right to suspend services in case of non-payment.
4. **TERMINATION.** Either party may cancel this contract at any time, by giving the other party no less than fifteen (15) days notice. Charges for all work performed by HMC prior to the effective cancelation date must be paid in full prior to the effective cancelation date. Depending on circumstances, this could include the full year's service contract amount.
5. **NON-SOLICITATION.** During and for a period of two years after the termination of this contract for any reason, the customer shall not, on behalf of anyone, directly or indirectly, solicit any employee, subcontractor, or independent contractor of HMC to leave the employ of HMC or terminate their relationship with HMC, or to provide services to Customer, associate with Customer or any person or entity for the purpose of providing services similar to or competitive with HMC business.
6. **ARBITRATION OF DISPUTES:** All disputes between HMC and Customer, whether or not arising from this Agreement, shall be resolved by binding arbitration by one arbitrator under the rules of Judicial Dispute Resolution, Inc., or other similar dispute resolution association as the parties mutually agree, which shall be the exclusive venue for all actions between the parties. Notice of demand for arbitration shall be sent in writing to all parties to this agreement. Any demand for arbitration shall be made within a reasonable time after the dispute has arisen. No appeal of the arbitration ruling shall be available to any party. Any decision rendered by the arbitrator shall be final, conclusive and binding upon the parties, and may be entered as judgment in any court having jurisdiction thereof.