



SERVICE AGREEMENT

Date: _____

Rep: _____

Customer Name: _____

Customer Address: _____ City: _____ ST: _____ Zip: _____

Job Address (*Property): _____ City: _____ ST: _____ Zip: _____

Phone: _____ Email: _____

SPRAY FOAM	PRICE
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Open Cell - Apply an Average the amount and areas referenced of Open Cell Spray Polyurethane Foam Insulation

___ Roof ___ Ceiling ___ Interior Walls ___ Exterior Walls ___ Crawl Space

Closed Cell - Apply an Average the amount and areas referenced of Closed Cell Spray Polyurethane Foam Insulation

___ Roof ___ Ceiling ___ Interior Walls ___ Exterior Walls ___ Crawl Space

Open Cell Ignition Barrier - Apply an Average the amount and areas referenced of Open Cell Ignition Barrier Spray Polyurethane Foam Insulation

___ Roof

FIBERGLASS	PRICE
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Blown-In Cellulose - Insulate with Denspack Cellulose Insulation

___ Roof ___ Ceiling ___ Interior Walls ___ Exterior Walls

BATT Fiberglass - Insulate with Batt Fiberglass

R-___ ___ Roof ___ Ceiling ___ Interior Walls
 ___ Exterior Walls ___ Between Floors ___ Crawl Space

R-___ ___ Roof ___ Ceiling ___ Interior Walls
 ___ Exterior Walls ___ Between Floors ___ Crawl Space

R-___ ___ Roof ___ Ceiling ___ Interior Walls
 ___ Exterior Walls ___ Between Floors ___ Crawl Space

Other:

Other:

REMOVAL	PRICE
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Remove Blown-In Attic Insulation

Remove Attic BATT Insulation

Other:

OTHER AVAILABLE OPTIONS

___ Anabec New Build Microbial Barrier ___ Anabec X70 ___ Anabec X90

DC315 Fire Rated Coating ___ Thermal Barrier ___ Ignition Barrier

Other:

Other:

Other:

TOTAL

Owner may cancel this transaction, without any penalty or obligation, before midnight on the third (3) business day after the date this agreement was entered as indicated below. To cancel this transaction, mail or deliver a signed and dated written notice of cancellation to contractor’s office at: 379 C Browns Cove Road, Ridgeland, SC 29936. By signing below, the undersigned Customer represents and warrants that Customer has read all the terms of this contract located on the reverse side of this document and hereby agrees to be bound by all such terms.

Accepted: _____

“CUSTOMER” SIGNATURE

Accepted: _____

“CONTRACTOR” SIGNATURE

EcoFoam Insulation & Coatings of Bluffton, LLC.
by its duly

Print Customer Name: _____

Authorized Representative _____ Print

Credit Card Authorization

I authorize EcoFoam Insulations and Coatings, LLC to charge my credit card account indicated below for 50% Deposit of _____ on or after _____. Final Payment Amount upon completion.

Account Type: Visa MasterCard AMEX Discover

Cardholder Name: _____ Billing Address: _____

Account Number: _____ City: _____ State: _____ Zip: _____

Expiration Date: _____ CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX): _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as transaction corresponds to the terms indicated in this form.

Savannah Office

788 Longwood Drive
Richmond Hill, GA 31324
Phone 912-445-2160
Fax 843-645-2301

Bluffton Office

379 C Browns Cove Road
Ridgeland, SC 29936
Phone 843-3645-2300
Fax 843-645-2301

Charleston Office

502 Wando Park, Suite 103
Mount Pleasant, SC 29464
Phone 843-388-4318
Fax 843-645-2301

Customer and Contractor hereby agree as follows:

1. **Scope of Work.** In consideration for Owner's promise to pay the "Contract Price" as defined below, subject to authorized additions or deductions pursuant to valid "Change Orders" as defined below, Contractor agrees to furnish all labor, services, equipment, materials (hereinafter collectively referred to as the "Work") as outlined in the proposal for the improvement of owner's "property" located at on revers side of this document.

2. **Materials and Labor; Costs of Construction.** Contractor shall perform all of the Work and provide all the materials and labor necessary for the performance of the Work. Contractor shall be responsible for timely payment of all costs of construction, including all amounts due to suppliers or subcontractors, if any, in connection with the Work.

3. **Time.** Contractor agrees to perform the Work with reasonable promptness and diligence; however, Contractor shall not be liable to Owner for delays in competition of the Work and shall not be required to reimburse Owner for rental, storage or together expenses due to Contractor's failure to complete the Work within a particular timeframe.

4. **Contract Price.** The parties agree that the contract price to be paid by Owner to Contractor for the Work (the "Contract Price") shall be the total amount to be rendered for the services as reflected on the reverse side of this document, inclusive of sales tax. The Contract Price shall be paid as follows: An initial deposit in the amount of 50% shall be due upon execution of the Agreement; the remaining balance of the Contract Price, as may be modified and amended pursuant to valid Change Orders pursuant to Paragraph 5 below, shall be due upon Contractor's completion of the Work.

5. **Change Orders.** The Work shall only be modified, added to and reduced by written change order signed by Owner and Contractor ("Change Order"). The Contract Price shall be adjusted a provided in the executed Change Order(s).

6. **Owner's Responsibilities.** (a) Owner agrees to cooperate with Contractor to provide reasonable access to the Property for Contractor's employees/agents and vehicles, including trucks up to 40 feet in length in some cases. (b) Owner shall be responsible for turning HVAC off prior to application of spray foam to prevent door from traveling through ductwork. (c) During application, Owner cannot be within 25 feet of Work area unless utilizing fresh air respiration equipment. (d) It is recommended that Owner not access the Work area for 24 hours after application. (e) It is recommended that Owner ventilate the Property after application. (f) Owner understands and acknowledges that spray foam insulation, even when properly applied, can sometimes leave a coating of droplets on surfaces near the Work area which may not be easily removed ("Overspray"). Owner further understands and acknowledges that while Overspray can usually be scraped off, it may nevertheless cause discoloration. **Owner agrees to assume the risk** of any damage to the Property or its contents caused by Overspray. Further, prior to the Work, Owner **shall be responsible** for removing all furniture, décor, furnishings, appliances, electronics or any other items in the vicinity of the Work area to prevent such items from **being damaged by Overspray. Owner agrees that Contractor shall not be liable** to Owner for any damages relating to Overspray, and Owner agrees to **release and hold Contractor harmless** from such damages should they occur. (g) Older Homes: Owner understands and acknowledges that when spray foam insulation is installed underneath older homes, the pressure from the application can cause dirt and dust to infiltrate the interior of the home. Owner shall be **solely responsible** for all costs associated with clean up of such infiltration.

7. **Insurance.** At all times during the performance of the Work, Contractor shall maintain general liability insurance and worker's compensation insurance in compliance with applicable state law.

8. **LIMITED WARRANTY OF IMPROVEMENTS.** CONTRACTOR REPRESENTS, WARRANTS AND COVENANTS TO OWNER THAT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE THE WORK IS COMPLETED, CONTRACTOR WILL, AT NO COST TO OWNER, REPAIR OR REPLACE ANY PORTION OF THE IMPROVEMENTS WHICH IS DEFECTIVE AS TO MATERIAL OR WORKMANSHIP. CONTRACTOR SHALL HAVE SIXTY (60) DAYS TO MAKE REPAIRS OR REPLACEMENT PURSUIT TO THIS WARRANTY UPON RECEIPT OF WRITTEN NOTICE OF CLAIM FROM OWNER. THIS WARRANTY EXCLUDES REMEDY FOR DAMAGE OR DEFECT CAUSED BY: NEGLIGENCE, MISHANDLING OR ABUSE BY SOMEONE OTHER THAN CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS OR AGENTS; ALTERATIONS, MODIFICATIONS OR REPAIRS TO THE WORK EXECUTED BY SOMEONE OTHER THAN CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS OR AGENTS; IMPROPER OR INSUFFICIENT MAINTENANCE; IMPROPER USE OR OPERATION; OR NORMAL WEAR AND TEAR UNDER NORMAL USAGE. COPIES OF ADDITIONAL WARRANTIES PROVIDED BY MANUFACTURERS OF INSTALLED PRODUCED WILL BE FURNISHED UPON REQUEST. THIS

LIMITED WARRANTY IS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. ANY WARRANTY OF HABITABILITY, SUITABILITY FOR RESIDENTIAL PURPOSES, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS AND SHALL BE EXCLUDED AND DISCLAIMED.

9. LIMITATIONS OF LIABILITY. CONTRACTOR SHALL NOT BE LIABLE TO OWNER FOR PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, STORAGE OR RENTAL EXPENSES. OWNER HEREBY WAIVES ANY AND ALL SUCH CLAIMS AGAINST CONTRACTOR FOR PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES. OWNER FURTHER WAIVES ANY CLAIMS IT MAY HAVE AGAINST CONTRACTOR FOR DAMAGES DUE TO OVERSPRAY. SHOULD CONTRACTOR NEGLIGENTLY CAUSE DAMAGE TO THE PROPERTY, OWNER AGREES TO PROMPTLY NOTIFY CONTRACTOR AND PERMIT CONTRACTOR, AT CONTRACTOR'S SOLE OPTION AND AS OWNER'S SOLE REMEDY, TO EITHER (1) REIMBURSE OWNER FOR THE REASONABLE COST OF SUCH REPAIRS, (2) REFUND OWNER'S PAYMENTS TOWARD THE CONTRACT PRICE SHOULD THE COST OF REPAIRS EXCEED THE AMOUNT OF SUCH PAYMENTS, OR (3) UNDERTAKE REPAIRS TO THE PROPERTY EITHER DIRECTLY OR THROUGH OTHERS SELECTED BY CONTRACTOR, IN WHICH EVENT CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE COSTS OF SUCH REPAIRS. IF REPAIRS ARE UNDERTAKEN BY CONTRACTOR PURSUANT TO THIS PARAGRAPH, OWNER SHALL COOPERATE WITH CONTRACTOR TO PROVIDE REASONABLE ACCESS TO THE PROPERTY TO FACILITATE SUCH REPAIRS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY TO OWNER EXCEED THE CONTRACT PRICE. THESE LIMITATIONS OF LIABILITY PROVISIONS SHALL NOT APPLY TO THIRD PARTIES.

10. If contractor repeatedly fails or neglects to carry out the work in accordance with this agreement and fails within seven (7) days after receipt of written notice to correct the default owner may, by additional written notice, terminate contractor and complete the work.

11. **Governing Law.** This agreement shall be governed by the laws of the State where the Property is located.

12. **MANDATORY BINDING ARBITRATION.** CONTRACTOR AND OWNER AGREE TO COOPERATE IN AVOIDING AND INFORMALLY RESOLVING ANY DISPUTES BETWEEN THEM AND ACKNOWLEDGE THE AVAILABILITY OF MEDIATION TO ASSIST IN RESOLVING ANY DISPUTES. CONTRACTOR AND OWNER FURTHER ACKNOWLEDGE THAT IN THE EVENT OF ANY CONTROVERSY, THE PARTIES ARE UNABLE TO RESOLVE BY MEDIATION OR OTHER INFORMAL MEANS, RESOLUTION SHALL BE EXCLUSIVELY THROUGH ARBITRATION USING A SINGLE ARBITRATOR. UNLESS THE PARTIES AGREE ON A DIFFERENT ARBITRATOR, THE DISPUTE SHALL BE SUBMITTED TO THE AMERICA ARBITRATION ASSOCIATION. THE PARTY DEMANDING ARBITRATION OF ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT SHALL SUBMIT IN WRITTEN NOTICE OF SUCH DEMAND WITH THE OTHER PARTY AND WITH THE ARBITRATOR, SUCH WRITTEN NOTICE SHALL BE GIVEN NO LATER THAN SIXTY (60) DAYS AFTER THE CONTROVERSY, DISPUTE, OR CLAIM ARISES OR THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT OCCURS. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE THE FINAL AND MAY BE CONFIRMED BY A COURT OF COMPETENT JURISDICTION. THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO A REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

14. **Entire Agreement.** This Agreement, together with all exhibits referenced in this Agreement and attached, embodies the entire agreement between the parties and cannot be waived or amended except in writing signed by both parties. Owner agrees that Owner has not been induced by or relied upon any information, representation, warranties or statements, whether oral or written, express or implied, made by Contractor or any person representing or purporting to represent Contractor that are not expressly set forth or provided for in this Agreement.

15. **No Waiver.** Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this Agreement.

16. **Severability.** The provisions of this Agreement are intended to be independent, and in the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement, provided that the unenforceable term is not an essential term of the Agreement.