Estimate & Invoice

LOGO

|  |  |  |  |
| --- | --- | --- | --- |
| **JD’s Bush Hogging** | John Doe | Date: |  |
|  | 555.111.2345 | Reference #: | [QB invoice #] |
|  | j.doe@gmail.com | Customer #: | From QuickBooks |
|  | JDsbushhogging.com | Valid Until: |  |
| **BILL TO:** |  | Estimated Completion: |  |
| Customer Name |  |  |  |
| Address or GPS Coord |  | **Sign to Accept Fees & Service Agreement** | |
| City, State, Zip |  |  | |
| Mobile Phone |  |
| Email |  |

|  |
| --- |
| **Notes:** |
| Special instructions. Services not included such as string trimming, debris cleanup, moving or removal, payment details, approval accepted upon delivery of images, etc. |

|  |  |  |
| --- | --- | --- |
| **SERVICES** | **QUANTITY** | **AMOUNT** |
| Bush hogging. <1” (up to 8 hours including loading and unloading) | 1 | $950 |
| Travel, per mile ($2.00 per mile) | 65 | $130.00 |
| Brush hogging. <2” |  |  |
| Box blading |  |  |
| Road maintenance |  |  |
| Field discing |  |  |
| Debris removal |  |  |
|  |  |  |
| All agreements and estimates are subject to an onsite inspection. | **Total Due** | **$1,080.00** |
| Payment Terms: | 50% down, 50% due on completion | |

Thank you for your business!

Payment methods accepted: Check, Zelle, cash, ACH, or wire transfer. Customer to pay payment processing fees.

Make check payable to: [your name] at [mailing address]

Payment ID: Zelle: [j.doe@gmail.com](mailto:j.doe@gmail.com) or 5551112345, Cash App: 5551112345

5 pages in total.

## **Service Agreement**

1. DEFINITIONS: The terms and variations thereof not otherwise defined elsewhere in this Agreement shall have the meanings as set forth below:
   1. Agreement means the governing document stating services, warranties, standards or service and other provisions which define the legal obligations of the parties.
   2. Company means, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dba \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Customer means any person or entity that has purchased services from the
   4. Company; typically, the property owner or owners agent.
   5. Electronic Signature means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic document equivalent to a physical signature and is legally binding.
   6. Effective Date means the effective date of this Agreement as indicated by acceptance online or by signature.
   7. Service means providing physical goods or services.
   8. Payment means check, credit card, or any payment processing service which acts as a financial transfer instrument.
   9. Project means encompassing service and related activities.
2. COMPANY RESPONSIBILITIES:
   1. Provide the listed services at reasonable industry standard, within 20% of the estimated fees. After the estimate total has been exceeded by 10%, as determined by Company for time and expenses, Company can terminate the service and collect for services provided. Changes to Customer identified services, will result in changes to the amount due. This includes undisclosed activities, obstacles, damages, unfavorable terrain, long-distance moves, and equipment repairs related to the project (ex. flat tire).
   2. Maintain general liability insurance throughout the project and proper insurance for any workers, and ensure sub-contractors maintain the same.
3. CUSTOMER RESPONSIBILITIES:
   1. Making property accessible at agreed upon times. Hourly rates apply if property is inaccessible.
   2. Damage repairs and downtime for time and damages to equipment resulting from debris not clearly disclosed and marked. Examples include, but are not limited to wire, rope, hose, metal stakes, steel, concrete, pits, wells, spikes, and wood.
4. DISPUTE:
   1. Customer waives rights to dispute services which are not verified prior to Company leaving the job site. Customer WAIVES ALL CLAIMS TO DEFECT, DAMAGE, SHORTAGE, OR OTHERWISE UNLESS MADE TO THE COMPANY PRIOR TO THE COMPANY DEPARTING THE JOB SITE. Custom agrees to pay additional fees if returning to the job site is required. It is the Customer responsibility to inspect the project before THE COMPANY departs the job site.
5. WARRANTY & LIMITATION OF LIABILITY:
   1. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES. The Company is not responsible for damage from debris thrown during from equipment, animals, hazardous materials, toxic waste, pumps, well, gate, septic system damage which is not disclosed to the Company, broken or collapsed water lines, pipes or electrical connections, changes in water direction, environmental violations or damages when directed by the Customer, zoning violations, permit violations, damage from fire or any other damage resulting from services provided. THE COMPANY IN NO CASE SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, AND INDIRECT, ATTORNEY FEES OR SIMILAR DAMAGES ARISING FROM ANY BREACH OF WARRANTY, EVEN IF THE COMPANY (OR ITS AGENTS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no case shall the Company's liability exceed the price paid for the goods or services. BOTH PARTIES IN NO CASE SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT UNLESS SAID LOSS ARISES FROM OR IS OTHERWISE CAUSED BY GROSS NEGLIGENCE.
6. PAYMENTS:
   1. Customer acknowledges the purchase of the goods and/or services in the amount of the total shown listed online. Customer WARRANTS [authorizes] that the Customer is the cardholder or an authorized user of the card or payment service.
7. CHARGEBACK:
   1. Customer agrees not to issue a charge-back against some or all the charges listed. If a chargeback is ruled in the Company's favor, the Customer agrees to pay any fee(s) imposed by merchant service providers with the credit card on file, fees and interest not paid during the chargeback dispute period. Customer authorizes the Company to institute the above actions directly with a service provider(s).
8. CANCELLATION:
   1. Customer cancels the project:
      1. Prior to the project start date, a $200 estimate fee is due if an onsite inspection was completed, plus costs associated with rental equipment, if applicable.
      2. On or after the start date, delivered equipment and before work has started, the $200 estimate fee, applicable costs associated with rental equipment, mileage and $125 per hour labor charge is due on demand.
      3. After work has started, a percentage equal to amount of the job completed as determined solely by the Company, travel, estimate, materials, supplies, and applicable rental fees are payable on demand.
   2. Company cancels the project:
      1. The Company may cancel a project for any reason without any penalty whatsoever after an onsite inspection, or discovery of obstacles, issues out of the original project scope or description as solely determined by the Company.
      2. Deposit will be fully refunded, less the onsite inspection fee.
9. DEFAULT:
   1. Final payment is due as shown on the Estimate. Failure to pay the Company within 5 business days of the due date on the invoice under this Agreement shall render the Customer in default. In the event of default, the Customer is responsible for all fees and costs associated with the collection, including but not limited to fees imposed by any collection agent, attorneys utilized by the Company and labor to administer the process. An annual percentage rate of prime plus 10%, or the max allowed by law, will be charged to invoices that are sixty (60) days or more past due. A $50 fee will be charged per “bad” check, incomplete payment transaction or disputed credit card charge. The undersigned person signing on behalf of Customer consents to personal jurisdiction, venue, choice of law and jury trial waiver as stated in this agreement and agrees to pay all costs and expenses, including attorney’s fees, incurred by the Company related to this guarantee.
10. TAXES, PERMITS, FEES, FINES & PENTALTIES:
    1. Customer is solely responsible for all taxes, permits, fees, fines, and penalties for any reason. If the Company is required to pay listed obligations, Customer agrees to pay the Company in full within 10 business days.
11. NON-DISPARAGEMENT:
    1. Customers, affiliates, or others under influence of the Customer, agree not to make public statements, do online reviews, or any communications that disparages the Company services, products, affiliates or officers, executives, or employees during the Agreement, and for the three (3) year period following the date payment is received. Doing so may bring significant harm to the Company.
12. NO WAIVER OF RIGHTS:
    1. The Parties acknowledge and agree that any delay or failure of the other to enforce its rights hereunder does not constitute a waiver of such rights, or in any way prevent a party from enforcing such rights, or any other rights hereunder, at a later time.
13. ENTIRE AGREEMENT:
    1. The Agreement constitutes the entire agreement between the parties, and any and all prior negotiations, agreements (oral or written), or understandings are hereby superseded, updated, and replaced by this Agreement. The Agreement cannot be varied, modified, or changed except by written amendment attached hereto and signed by an officer of the Company.
14. CHOICE OF LAW, JURISDICTION, AND VENUE:
    1. This Agreement shall be governed by and enforced in accordance with the laws of the **State of Florida**, USA WITHOUT REGARD TO ITS CONFLICTS OF LAWS and VENUE [jurisdiction] of any dispute INVOLVING [between] the Company and Customer or End User will be in a court in **HILLSBOROUGH COUNTY** in the State of Florida. Collection-related disputes will be resolved in court or through arbitration at the Company's discretion.
    2. The Customer agrees to pay reasonable legal fees, court costs, interest at the annual percentage rate listed, and collection fees related to the debt collection process. Both parties agree to abide by the decision of an arbitrator.
    3. The burden of proof is on the Customer. NEITHER PARTY NOR ANY AFFILIATE OR ASSIGNEE SHALL HAVE THE RIGHT TO OFFSET THIS AGREEMENT, OR ANY WARRANTY OR OTHER CLAIMS THAT ARISE UNDER THIS AGREEMENT OR OTHERWISE.

SEE NEXT PAGE

## **ADDENDUM(s) TO AGREEMENT**

[State any negotiated terms to the agreement here, do not change the above agreement itself. An example might be a change of venue, payment terms, etc.]

Parcel Image [insert a screen snipping below (SnagIt from TechSmith is a great tool as seen below)]

A map of a forest

Description automatically generated with medium confidence