



Service Agreement

The following agreement is intended to set expectations and define the parameters in which our company will engage in a professional relationship with our clients. Using straight forward terminology, we will deliver on our promises and your expectations as defined in the *Service Agreement*, and in turn, we have outlined the expectations that we have of our clients to avoid misunderstandings, delays, and/or surprise added costs.

This agreement entails the following index of topics.

- Definitions
- Lead Contractor:
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- Termination of Services by Owner and/or Hiring Party.
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- Contingency:
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*In the event of any discrepancies between the General Terms & Conditions or Service Agreement from our website (or any other source) and this Specific Service Agreement, the provisions of this Specific Service Agreement shall prevail.

With acceptance of our quote and issuance of contracted P.O., it is understood that an authorized representative of the hiring party has read and accepted the terms outlined in the 23 points of this agreement.

DEFINITIONS:

American National Standards Institute: (ANSI) The American National Standards Institute is a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States

Anteroom: is a transition space between common areas and patient areas. It is an important part of any patient isolation solution because it provides separation between a potentially contaminated area and the "clean" area.

Certificate of Insurance: A certificate of insurance is a document used to provide information on specific insurance coverage. The certificate provides verification of the insurance and usually contains information on types and limits of coverage, insurance company, policy number, named insured, and the policies' effective periods.

Commercial Construction: Is trade work carried out in areas intended for commerce.

Construction & Demolition Debris: Materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure including houses, buildings, industrial or commercial facilities, and roadways.

Contingency Fund: A reserve of money set aside to cover possible unforeseen future expenses.

Contingency Plan: A plan designed to take a possible future event or circumstance into account.

Contractor: A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

CSA: Canadian Standards Association is a standards organization which develops standards in 57 areas. CSA Group publishes standards in print and electronic form and provides training and advisory services.

Customary Tolerances of the Construction industry means tolerances common and expected in the construction industry.

Demolition: The action or process of demolishing or being demolished, either in part or in whole of a permanent or temporary structure. To tear down or dismantle anything from high-rise apartment buildings, to bridges, or factories, or portions of therein.

Equipment: For the purpose of this document, equipment implies hand tools, power tools, tool storage containers, compressors, pneumatic devices, hydraulic devices, battery operated devices, lights, pumps, sprayers, trays, scrapers, brushes, cutting and trimming devices, security devices, monitoring devices, locking devices, ropes, chains, tiedowns, bungee cords, ladders, scaffolds, scissor lift, sky-jacks, vehicles, and cargo trailers or towing devices; and any of the aforementioned combined accessories.

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ESA: Electrical Safety Authority mission is to improve electrical safety for the well-being of the people of Ontario. The Electrical Safety Authority (ESA) is an administrative authority mandated by the Government of Ontario to enhance public electrical safety in the province.

General Contractor: The general contractor is a manager and possibly a tradesman that is employed by the client on the advice of the architect, engineer or the client him/herself if acting as the manager. A general contractor is responsible for the overall coordination of a project.

General Liability Insurance: or GL, is a fundamental part of construction insurance. It could provide protection against lawsuits and other financial liabilities that result from things like accidents or other mishaps.

Hiring Party: The term hiring party for the purpose of this agreement will imply the property owner, general contractor or other person(s) or entity authorized by the property owner.

Hoarding: (or Anteroom) A temporary wooden fence, wall or other enclosure around a building, structure or work area that is under construction or repair; for the purpose of separating the work area from the common area.

Hospital Anteroom: is a transition space between common areas and patient areas. It is an important part of any patient isolation solution because it provides separation between a potentially contaminated area and the "clean" area.

Industrial Construction: Is trade work carried out in areas intended for manufacturing.

Lead Contractor: A responsibility assigned to either the property owner, general contractor or other person(s) (or entity authorized by the property owner) to be responsible for and to coordinate the entirety of the project. (If a lead contractor is not established in writing, the property owner is the lead contractor by default.)

Material: For the purpose of this document, material(s) will imply building material, which is any material which is used for construction purposes.

MOL: The Ministry of Labour and its agencies are responsible for employment equity and rights, occupational health and safety, and labour relations in Ontario.

Muster Point: is a designated place or an area where all employees, passengers, or a large crowd assemble in case of an emergency in an installation, building, public place or a watercraft. It is also known as an emergency assembly point (EAP), or, simply, assembly point.

OHSA: Occupational Health and Safety Act. The main purpose of the Act is to protect workers from health and safety hazards on the job. It sets out duties for all workplace parties and rights for workers. It establishes procedures for dealing with workplace hazards and provides for enforcement of the law where compliance has not been achieved voluntarily.

Personal Protection Equipment: (PPE) Refers to protective clothing, helmets, hard-hats, goggles, or other garments or equipment designed to protect the wearer's body from injury or infection.



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Residential Construction: Is trade work carried out in living space.

Schedule: (Specific to Apex Installations & Renos Inc.)

Weekday: Monday to Friday 8am to 6pm

Weekend: Friday 6pm to Monday 8am

Afterhours: Monday to Thursday 6pm to 8am

Holidays: New Years Eve/Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Eve/Day, Boxing Day

Subcontractor: A person or company that carries out work for another company as part of a larger project.

SGS: Is a multinational company headquartered in Geneva, Switzerland which provides inspection, verification, testing and certification services.

TSSA: Technical Standards and Safety Authority promotes and enforces public safety.

TÜV Rheinland: Is a company that has its headquarters in Germany. The company focuses on certification, inspection and safety and is active in the engineering sector.

Typical Personal Protection Equipment: (PPE)

- Green Triangle Class 1 - 6" leather Lace-up Safety Boots,
- Type 1 Class G Hard-Hat,
- CSA Z94.3 and ANSI Z87 Safety Glasses,
- Multi-Purpose Leather Cowhide Basic Work Gloves.

Non-Typical Personal Protection Equipment: (PPE) is any requirement that exceeds the above typical PPE.

UL: Is a global safety consulting and certification company headquartered in Northbrook, Illinois.

VOCs: Volatile organic compounds are organic chemicals that have a high vapor pressure at ordinary room temperature. VOCs are numerous, varied, and ubiquitous. They include both human-made and naturally occurring chemical compounds. Most scents or odors are of VOCs

WSIB: Workplace Safety and Insurance Board. It used to be called the Workers Compensation Board. Injured workers are compensated by the WSIB on a "No Fault" basis. This means that compensation is paid no matter who is at fault, the employer, the employee or someone else.

WSIB Clearance Certificate: The WSIB issues a clearance certificate (clearance) to relieve a principal of liability for payment obligations to the WSIB that a contractor or sub-contractor may incur with respect to a contract entered into between the principal and the contractor or subcontractor during the validity period of the clearance.



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1. Lead Contractor:

The hiring party, unless otherwise specified in writing, will assume the role as lead contractor; and all conditions, responsibilities, and entitlements pertaining to the role of lead contractor.

2. Access and Safety:

The hiring party must provide a clean and safe right-of-passage to conduct the agreed contracted work. Any delay on the part of the client and/or hiring party in regard to passage or communication will result in an hourly surcharge.

Apex Installations & Renos Inc. reserves the right to refuse to carry out any work that is deemed to be unsafe or may create an unsafe environment. This will include, but not limited to, confined areas and/or an environment that is exposed to toxins such as Asbestos, Mold, harmful Fumes/Gasses, and Compromised Structural Integrity.

Apex Installations & Renos Inc. WILL REFUSE to carry out any work that is in contradiction to National Building Code, the Technical Standards & Safety Authority, and/or the Canadian Electrical Code.

Apex Installations & Renos Inc. reserves the right to cease work, (and in extreme circumstances, rescind, repudiate, or revoke our contractual agreement and obligations) in an unsafe work environment as a result of the conduct and/or behavior of other contractors, the tenants, the property management/owners, animals or other entities that may have access to the property where the contracted work is to be completed.

*The hiring party must provide a clean and safe work area, free of clutter and debris. The hiring party must make arrangements to have the room/area cleared and free of debris where the contracted work is to be carried out, so that we can commence work immediately and complete our task within a timely fashion.

*Painting: For a rapid and quality finish, we require that the room/area that is being painted, to be completely cleared of all furniture, wall mounted items, construction debris and dust upon our arrival; providing the work area in a state ready for us commence work without delay. (We require four feet of clearance from the surface that is to be painted) The hiring party will assume responsibility of clearing the work area and replacement of these items unless otherwise stated in the written proposal.

Apex Installations & Renos Inc. is not in the business of moving and storing personal, corporate or other contractor's items, including but not limited to, furniture, portraits, art, tools, materials, etc. Apex Installations & Renos Inc. will not be responsible for any damage(s) or losses to any such items.

The hiring party will be responsible for clearing and cleaning the room and providing sufficient and safe storage of the room contents prior to project commencement. If Apex Installations & Renos Inc. or our crew (are) required to move any items, the hiring party will be charged an additional fee, respective to our hourly rates, and will apply accordingly to the amount of crew members on site.



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***Equipment:** Our crew holds a variety of certifications, including “*Working at Heights Certification*”. This qualifies us to use ladders, scaffolding and Sky-Jacks. In accepting this Quote with the terms attached, the hiring party acknowledges the dangers involved with working at heights and will refrain from using our tools and mounting our ladders, scaffolds, or any other devices we may use.

The hiring party acknowledges that the equipment, material, tools and vehicle(s) that we bring to the job site, are for the use of Apex Installations & Renos Inc and our crew only, and at no time will anyone else be permitted to use any of our vehicles, tools or equipment, nor will the hiring party allow any other person(s) access to our equipment. The hiring party will be responsible for any, and all injuries, damages or loss of wages with non-compliance to these guidelines.

*Use of the utility/laundry sink (and water source) will be required to clean our equipment and tools when painting a specific room/area.

*In the event where we must access public property to carry out the contracted work, the municipality may require additional permit(s) and a significant security deposit. The hiring party will be responsible for the deposit.

Specialty items requested by the hiring party that is not listed as part of the original scope of the quote will require an additional fee respective to the cost of product and labor.

Overhead work that requires our crew feet to reach an excess of 10 feet above the floor will require a secure device other than a basic ladder. (scaffold, scissor lift or genie lift)

3. Traps and Hazards:

The hiring party is responsible for informing us of all hazards that are on the premises. The term “hazard”, for the purpose of the following paragraph, will imply to hazards that are unusual and non-typical of a residential property, whether knowingly or unknowingly present by the hiring party. (i.e. including, but not limited to, poisonous plants, animal traps, chemicals, or any device intentionally or unintentionally designed to cause harm to people, animals or things; or failure to maintain reasonable upkeep to the property)

*The hiring party will be responsible in whole for any damage to our tools and/or equipment caused by any non-typical hazards on the premises where the contracted work is being carried out.

*The hiring party will be responsible in whole for any fees, loss of wages, or inconvenience incurred as a result of an injury to any of our crew by any non-typical hazard on the premises while contracted work is being carried out on said premises.

4. Pets and Animals:

The hiring party is responsible for informing us of all animals that are on the premises. The hiring party must insure that animals on the property will not pose injury, threat, inconvenience or interference to our crew.

*Animals will not receive any attention or care from our crew.

*The hiring party will be responsible in whole, for any damage to our tools, equipment and/or vehicle(s) caused by any animal(s) on the premises where the contracted work is being carried out.



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*The hiring party will be responsible in whole for any fees, loss of wages, or inconvenience incurred as a result of an injury to any of our crew by any animal(s) on the premises while contracted work is being carried out on said premises.

5. Children:

The hiring party is responsible for all children that are on the premises. The hiring party must insure that children will be monitored at all times.

*Children will not receive any attention or care from Apex Installations & Renos Inc and our crew, and at no time shall any child be left in our care.

*The hiring party will be responsible in whole for any damage to our tools and/or equipment caused by any child on the premises where the contracted work is being carried out.

*The hiring party will be responsible in whole for any fees, loss of wages, or inconvenience incurred as a result of an injury to any of our crew by any children on the premises while contracted work is being carried out on said premises.

*The above stipulations in whole, will hold true to mentally compromised person(s) who require supervision and who access the premises where the contracted work is to be carried out.

6. Product and Material:

At Apex Installations & Renos Inc., the material we use is a direct reflection of our workmanship and of the overall quality of the end result. For this reason, we will not use subpar products, old left-over products or products not meeting CSA accreditation.

*If a product or service is not listed in the Apex Installations & Renos Inc quote, it is not to be assumed that it is included in the scope of the project.

*In the term(s) Basic, Basic Installation, or Basic material; implies, at the discretion of Apex Installations & Renos Inc, the minimum grade and/or entry level material and/or labor. The term "Basic" does not imply a lack of quality where safety and minimum code requirements are concerned.

7. Paint Product: Apex Installations & Renos Inc. uses premium paint product consisting of low or zero VOCs high-end acrylic paint, paint primer, primer sealer, and epoxy paint products.

We will not use product that has been opened, or stored for more than 2 months, or stored in an area that has not been maintained between 5 and 25 degrees Celsius.

We will not use recycled product(s), big-box department store product(s), or any product that may underperform or be deemed unsafe.

(Cheap paints use pigments like clay and silica which are much larger particles than titanium dioxide which is used in the higher quality paints. The clay and silica found in the cheaper paints will shorten the life of our equipment.)

8. Billing Structure:

Billing will be established by-the-project. The written quote will include a detailed overview of what products and/or services are included in the proposal.

*Additional charges will apply if changes are requested beyond the parameters of the written details of the project quote, or if the contracted work has been delayed by the hiring party as a result of the hiring party and/or their partners, either hired, contracted or sub-contracted; and will be subject to our fee schedule and scheduling mandate.

Deposit and Payments: (Unless otherwise stated in the written quote)

For large jobs: Payment will be required in four installments.

1. A 25% deposit of the total cost of the paint product and labor will be due one week, (five business days) prior to commencement.
2. 2nd installment of 25% of the total cost of the paint product and labor will be due at the end of the 2nd week.
3. 3rd installment of 25% of the total cost of the paint product and labor will be due at the end of the 3rd week.
4. Final payment is due upon completion.

For medium sized jobs: Payments will be required in two installments.

1. 50% deposit of the total cost of the paint product and labor will be due one week, (five business days) prior to commencement.
2. The remaining 50% will be due upon completion.

For small one day jobs:

100% deposit of the total cost of paint and labor will be due prior to commencement.

*The deposit and payment process may be modified and customized to specific site situations if multiple trades are involved and/or costly material is required to be purchased.

9. Fee Schedule & Interim Charge Caps:

Hourly Rate: [CLICK HERE](#)

Weekday Hourly Cost - \$68.75/hr per crew person on site.

Weekend, Holiday and After-Hours Hourly Cost - \$98/hr per crew member on site.

(8-hour minimum per crew member on Weekend/Holiday and Afterhours)

Defined Weekday: 8am to 6pm

Defined Weekend: Friday 6pm to Monday 8am

Defined Afterhours: 6pm to 8am

Defined Holidays: New Years Eve/Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Eve/Day, Boxing Day

(Unless otherwise specified in the written quote, all contracted work carried out on the weekend, holidays and afterhours at the request of the hiring party, will incur an hourly cost at the scheduled rate in addition to the original quote)

Defined Travel Fee (automotive): additional travel will be charged at the CRA mandated fee for 2018 @ \$0.55 per kilometer, (to be calculated from the postal code L1N-9P3). Plus, cost of parking per day.



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Defined Minimum Mobilization Fee: \$450 – will be charged regardless of size or distance of travel.

*Specialty items requested by the hiring party that is not specifically listed as part of the original scope in the submitted quote, will require an additional fee, and will be subject to the interim cap policy.

*\$75 Delivery fee (per delivery) applies to special requests outside of original scope.

*Installations fees can be found on our website.

Specific to Material(s): A \$500 interim cap will be applied to all outstanding debt the client can carry with Apex Installations & Renos Inc.

When the outstanding balance of the material purchased exceeds the \$500 interim cap on said project, we will request an interim payment to bring it under the cap to avoid work suspension.

10. Late Payment:

Payment must be submitted within a 5-day grace period of the final invoice date. Failure to submit payment within the grace period will result in a 5% surcharge on the outstanding balance per calendar month.

11. Quote Expiration:

Unless otherwise stated in the written quote; all quotes issued are honored throughout the project, as long as the project is commenced within 30 days of the issuance of the quote.

The quote may or may not change if the client chooses to retain our services more than 30 days after the original quote had been submitted.

12. Scheduling Mandate:

Apex Installations & Renos Inc' mandated work schedule is from Monday to Friday, not exceeding the hours 8am to 6pm.

If the hiring party requires that our crew works outside of our mandated schedule, charges respective to the hourly fee schedule will apply.

Weekend and Holiday work may be scheduled with advanced notice and a premium surcharge plus minimum mobilization fee and travel expense. However, Apex Installations & Renos Inc. reserves the right to refuse any work during the weekend or holidays or after-hours.

*Noise disturbances must be taken into consideration for neighboring tenants.

*In most jurisdictions, contractors working with power tools, or noise-making tools are forbidden to work on Sundays.

Work Time Directive:

Apex Installations & Renos Inc may not be mandated to have any one of their subordinates to work more than a 12-hour work day (including commute); or more than a 60-hour work week from Sunday to Saturday (including commute).

13. Lost Time:

*Apex Installations & Renos Inc reserves the right to invoice for lost time. If Apex Installations & Renos Inc crew are scheduled to be on site at a specific date and time, however, are delayed from commencing the contracted work at the scheduled time by the fault of the hiring party, the general contractor, or any of their subsidiaries; or for too many trades onsite; the hiring party will be billed at the scheduled hourly rate.

Hourly billing will commence from the scheduled start time to the actual start time to compensate for lost time. If no work is initiated on that scheduled day, or our crew is sent offsite due to any site conditions, the hiring party will be invoiced for a minimum 4-hour day for each crew member onsite; or for the total time held onsite; plus, travel fee. Apex Installations & Renos Inc crew members reserve the right to leave the work site anytime after the second hour of delay and receive the greater of: the minimum mobilization fee or 4 hours per crew member onsite at the scheduled rate in addition to travel fee.

14. Site Visits:

This clause is to set expectations in regard to the limit of included site visits per job.

A specific quote may be for one small room where Apex Installations & Renos Inc would reasonably complete the work in one visit consisting of a single phase, or it may include several rooms, corridors and common areas to be completed over several visits in several phases. The following will set a default rule if no other agreement is implied in writing.

Labour:

Unless otherwise stated in the written quote, Painting Labour will be limited to one coat of primer and two coats of finished paint, enamel or epoxy. All other labour will be deemed as extra.

Paint Material:

Unless otherwise stated in the written quote, Paint Material will be limited to one coat of primer, two coats of finished paint, enamel or epoxy. All other additional paint material will be deemed as extra.

Site Visits:

Unless otherwise stated in the written quote, Site Visits for priming and painting will be limited to two visits per phase. All other visits will be deemed as extra. Extra site visits will be subject to the room minimum fees, Travel Expenses, and Apex Installations & Renos Inc' scheduling mandate.

Double Booking:

In the event that the hiring party double books another subtrade at the same time as Apex Installations & Renos Inc, and as a result, we cannot perform work as contracted; the hiring party will be responsible for compensation the greater of the minimum mobilization fee or 4 hours per crew member onsite at the scheduled rate in addition to travel fee.

The Hiring Party is responsible for disclosing non-typical site conditions and the requirement for multiple visits if any prior to bidding. Failure to do so will result in additional charges, subject to our fee schedule, travel fee and scheduling mandate.

If the details of the square footage per phase, and the number of sub-phases (number of site visits per phase) expected are disclosed prior to submission of quote, the quote will adequately reflect the pricing details and specifics in the said quote.

15. Site Conditions.

Hierarchy - Apex Installations & Renos Inc will recognize the Immediate Supervisor onsite as the authoritative figure, spokesperson and liaison for his company, the hiring party and the property owner. Apex Installations & Renos Inc shall comply with all requests, changes and additional work that is instructed by the Immediate site supervisor as long as they comply with other provisions and conditions of this agreement. The site supervisor is recognized as the official agent to his company, the hiring party and the property owner.

Site Orientation: The hiring party will be responsible for site orientation, outlining safety hazards, PPE requirements, emergency evacuation plan, muster point, etc. to all of our crew onsite. An update must be provided every time conditions change.

Demolition: will be the responsibility of the hiring party. Apex Installations & Renos Inc will not take part in any type of demolition, dismantling or removal of any permanent or temporary structure, in part or in whole, or be party to remove any debris as a result of demolition.

Environmental Room Temp and Ventilation - The work area must be environmentally controlled to a temperature between 10c to 25c, and a relative humidity level not exceeding 50% at the commencement and duration of our contracted work. The environment must be controlled by portable AC / dehumidifier units if the onsite HVAC is inaccessible at the expense of the hiring party. Environmental factors affect drying and re-coating time. Failure to provide a suitable environment will delay the project and will require additional compensation.

Clean area – Upon arrival, the work area MUST be clear of dust, construction debris and tools from previous trades, providing an area where we can move freely and work without restriction. Failure to provide a suitable clean area will delay the project and will require additional compensation.

Workable Area - We require an area 4 ft from the wall area that is to be constructed, repaired, and/or painted. Failure to provide a suitable clearance will delay the project and will require additional compensation.

Hoarding Area (Anteroom) all quotes submitted will be priced with the expectation of any hoarding or anteroom will be constructed on the exterior of the project area. Unless otherwise written in the quoted price, having a hoarding or anteroom constructed on the interior of the working area and our having the doors or frames obstructed with any product that will prevent us from applying our finishing product, will delay the project and will require additional compensation.

Number of Trades on Site - Apex Installations & Renos Inc crew members reserve the right to cease work in areas overcrowded by other trades people. We require 250 sqft per work area, not exceeding more than two trades persons per work area. Double booking a work area as defined in this paragraph will result in delays in the project and will require additional compensation as outlined in "Double Booking".

PPE: Typical PPE will be the responsibility of Apex Installations & Renos Inc. The hiring party must supply Non-Typical PPE that is required on site; as found in definitions.



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Overhead Work that requires our crew person's feet to reach in excess of 10 feet above the floor will require a secure device other than a basic ladder. (scaffold, scissor lift or genie lift) at the expense of the hiring party unless otherwise stated in the written quote.

The Hiring Party will provide, at the hiring party's expense, adequate amount of fruit flavoured drinks designed to supply the body with carbohydrates and to replace fluids and sodium lost during physical exertion. (free of aspartame and caffeine) A minimum of six hundred millilitres per person, per every two hours onsite will be provided as part of the agreed site conditions.

Harassment: The Hiring Party and its representative(s) agree to provide continuity in a safe work environment. The Safe work environment will include an atmosphere free of harassment, intimidation, verbal violence, physical violence, abusive and insulting name calling, labeling and/or gesturing. These terms are inclusive to all parties; and all parties other than Apex Installations & Renos Inc, shall be responsibility of the hiring party and their representatives. Apex Installations & Renos Inc will provide a professional, integral and reliable service at-all-times, in all settings, and will be fully accountable for our crew and their behavior while on the job-site. Apex Installations & Renos Inc. will not tolerate any form of abuse, as outlined above, to any of our crew members or administration.

Tampering and/or Damage caused by the general contractor, other trades, the property owner, or any other persons, will not be warranted by Apex Installations & Renos Inc. Any such reparations will be deemed outside of the quoted work, and will be subject to the fee schedule, travel fees, and scheduling mandate.

15. E-Mail Communication.

In connection with this engagement, Apex Installations & Renos Inc may communicate with the hiring party via email transmission.

As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and to only such parties, Apex Installations & Renos Inc cannot guarantee or warrant that emails from Apex Installations & Renos Inc will be properly delivered and read only by the addressee. Therefore, Apex Installations & Renos Inc specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by Apex Installations & Renos Inc in connection with the performance of this engagement.

With respect to any claim asserted by the Owner, it is understood and agreed upon that there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits, or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering, or disclosure or communication of confidential or proprietary information.



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16. Disposal.

Apex Installations & Renos Inc. will be responsible for materials brought to the work-site by US [our company and crew]. We will leave the site free of our debris, such as empty paint cans, cardboard containers, and wooden crates brought by us.

Disposal of pre-existing material(s), and/or material that are produced by a party other than Apex Installations & Renos Inc. will result in a minimum surcharge of \$150 (plus weight and the hourly rate for each crew member in that unit from the time the first piece is loaded on our truck, to when the last piece has been removed).

[a \$250 deposit will be required.]

*Apex Installations & Renos Inc. WILL NOT take possession or handle any material AT ANY TIME, that is considered hazardous, or that may pose a possibility of being hazardous.

17. Contingency Plan:

Through the process of every small, medium and large-scale project, there may arise unforeseen issues that will require further attention and cost.

The hiring party should set aside a 10% to 15% contingency fund to account for such setbacks. Failure to do so may result in delayed completion, or in some cases, non-completion.

Apex Installations & Renos Inc, will not assume financial responsibility for such issues.

18. Termination Clause:

Either party may terminate this Agreement on thirty (30) calendar days written notice if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

This Agreement shall terminate immediately in its entirety upon any breach of the terms mandated in the Site Conditions of this document, provided, however, that the provisions of compensation as per the fee schedule, subject to all other compensation articles, shall survive any termination of this Agreement.

19. Termination of Services by Owner and/or Hiring Party.

The hiring party may, at their discretion, terminate the contracted service at any time for cause subject to the termination clause. The hiring party will be responsible for payment of all material(s) and labor rendered up until the point of termination and will be subject to the Billing and Late Payment policy.

The hiring party understands and agrees that any and all warranties shall be null and void and Apex Installations & Renos Inc shall not be liable for any damages or expenses, if the service contract is terminated by the hiring party prior to completion.

20. Termination of Services by Apex Installations & Renos Inc.

In the unlikely event that Apex Installations & Renos Inc. should terminate services for cause, the hiring party will be responsible for payment of all material(s) and labor rendered up until the point of termination and will be subject to the Billing and Late Payment policy.

The hiring party will be responsible for payment of all material(s) and labor rendered up until the point of termination and will be subject to the Billing and Late Payment policy.

The hiring party understands and agrees that any and all warranty shall be null and void and Apex Installations & Renos Inc shall not be liable for any damages or expenses, if the service contract is terminated for cause prior to completion.

21. Judicial Remedy:

With respect to any claim asserted by the Owner, it is understood and agreed upon that there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits, or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

22. Warranty:

All work rendered by Apex Installations & Renos Inc and its crew and subtrades, will carry a limited one-year conditional warranty against faulty craftsmanship.

See our *Warranty* document for full coverage and conditions.



Warranty PDF

23. Payments:

Please make all cheques payable to **Apex Installations & Renos Inc.**

All e-transfers are to be forwarded to ApexAirInc@Outlook.com

*Note - We will accept all major credit cards with a 5% surcharge.



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Amendments to these Terms and Conditions. Apex Installations & Renos Inc reserves the right to amend these Terms and Conditions at any time without notice to you, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. We will ensure that the latest, fully amended version of these Terms and Conditions is published on the Website. You are responsible for regularly reviewing the Website to obtain timely notice of such amendments. If any amendment is unacceptable to you, you may set in writing, prior to issuance of the contracted work, to request clarification and/or modification to the said amendment. If you continue to use employ our services after the effective date of each amendment, you will be conclusively deemed to have accepted such amended version of this Service Agreement.

Legal Capacity. You represent and warrant that you possess the legal right, capacity and ability to agree to these Terms and Conditions set out this Service Agreement on behalf of your organization and employ our services in accordance with them. You represent and warrant that you have the ability to agree to these Terms and Conditions on behalf of such organization and all references to "**you**", "the hiring party", "representative(s)", "general contractor", "authorized person(s)", "property owner", throughout these Terms and Conditions will include such organization, jointly and severally with you personally.

Enforceability. Your acceptance of our labour and material quote and the content and features detailed through the quote document, constitute your electronic signature to the agreement set out in this Service Agreement and your consent to enter into agreements with us electronically. This Agreement will be deemed to satisfy any writings requirements of any applicable law, notwithstanding that the agreement set out in these Terms and Conditions is written and accepted electronically. All contracts between you and us completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

Waiver of Rights and Remedies. Our failure to insist upon or enforce strict performance of any provision of these Terms and Conditions will not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice will act to modify any provision of these Terms and Conditions. Our rights, powers and remedies in these Terms and Conditions, including without limitation the right to enforceability, the right to suspend, rescind or terminate any part of our obligations, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity. Your acceptance of our labour and materials quote and your issuance of a P.O. to perform the quoted labour and material, constitute your electronic signature to the agreement set out in these Terms and Conditions and your consent to enter into agreements with us electronically.

Interpretation. In these Terms and Conditions, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Terms and Conditions, (ii) the word "**including**", the word "**includes**" and the phrase "**such as**", when following a general statement or term (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word "or" between two or more listed matters does not imply an exclusive relationship between the matters being connected.

Severability. If any provision of these Terms and Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

Limitation Period. Any cause of action you may have with respect to these Terms and Conditions or Warranty must be commenced within one year after the claim or cause of action arose, or it will be barred.

Notices. Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with these Terms and Conditions

- a. by us to you will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars then listed in your Company;
- b. by you to us will only be deemed to have been effectively and validly given if in writing and delivered or submitted to the Director of Operations.



Service Agreement

Assignment and Inurement. We may at any time assign our rights and obligations under these Terms and Conditions, in whole or in part. These Terms and Conditions will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

Relationship. You agree that no joint venture, partnership, or fiduciary relationship exists between Apex Installations & Renos Inc and you as a result of these Terms and Conditions except for the labour and material detailed in the written quote.

Force Majeure. Neither party will be responsible for a failure to fulfil its obligations under these Terms and Conditions or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of nature, acts of government, war, riots, strikes and accidents in transportation, or acts beyond human control; but excluding a lack of financing, cash or credit.

Entire Agreement. These Terms and Conditions, as amended from time to time, including any and all documents, websites, rules, terms and policies referenced herein, including but not limited to the Privacy Policy, constitutes the entire agreement between us and you with respect to the matters referred to in these Terms and Conditions and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters. Failure to comply or to make provisions for any portion of this agreement, in whole or in part, may be consider termination for default. Apex Installations & Renos Inc reserves the right to void, rescind, revoke, or nullify in whole or in part of its obligations if the hiring party should be found in breach. The hiring party shall be fully responsible to make whole on the original agreement.

English Language. The parties have requested and agree that these Terms and Conditions and all documents relating there to be drawn up in English.

APEX INSTALLATIONS & RENOS INC | ApexOnSite.com

Footnote: *APEX ON'SITE & APEX PAINT are owned by APEX INSTALLATIONS & RENOS INC