

Terms and Conditions

General Terms and Conditions As used in this contract, “we” and “us” mean Jian Ruan LLC; “you” means the customer identified on the next page; “work” or “job” means the services we agree to provide as described on the next page; and “job site” means the house, apartment, condominium, building, or other real property where we are to perform the work.

This document is a legally enforceable contract that includes all of the terms and conditions on both pages.

By signing this contract, you authorize us to perform the work at the job site, and you agree as follows:

You will pay us immediately upon completion of the job and presentment of an invoice, unless we agree to other arrangements in writing. If you do not pay all charges at the time the job is completed, you must pay a late charge of \$25.00 plus interest on the amount you owe at the rate of 1½% per month from the date the job was completed. If your check is returned unpaid by your bank, you must pay us a \$30.00 processing charge and reimburse us for any bank fees caused by your returned check. LIMITED WARRANTY. We offer the following limited warranty in connection with the job: “We warrant that all labor we provide in connection with the job will be performed in a workmanlike manner and will be free from material defects for a period of one year after the date the job was completed.” This limited warranty is void if you do not pay all charges for the job within thirty days after they become due or if you breach any other provision of this contract.

WE DO NOT WARRANT ANY EQUIPMENT, FIXTURES, MATERIALS OR OTHER GOODS, WHETHER PROVIDED BY YOU, US, OR ANOTHER PARTY. EXCEPT AS EXPRESSLY STATED ABOVE, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD WORKMANSHIP, COURSE OF DEALING, AND USAGE OF TRADE.

You are solely responsible for obtaining any building permits required for the job. We maintain liability insurance and workers’ compensation coverage, but we do not maintain insurance that covers our work product.

You have and you will maintain property/casualty insurance covering the job site at all times during the job. We are not responsible for moving any personal property in or around the job site in order to perform the work, but we may do so if we determine it necessary in order to perform the work, and if we do, we will not be liable to you or any other person or organization for any damage to any personal property. We are not responsible for delays caused by adverse weather conditions, acts of God, labor disputes, unavailability of materials, conditions of the job site that were unforeseen or hidden at the time this contract was signed, or other conditions not within our direct control. If we encounter any unexpected or hidden pre-existing conditions, problems, or damage that would necessitate a material increase in the amount of labor or materials required for the job, then we have the right to terminate this contract. If we do, you will not be obligated to pay the full contract price, but you will pay us for (1) any materials purchased and delivered to the job site before we discovered the condition, problem, or damage; and (2) the number of man-hours of work we provided before we discovered the condition, problem, or damage, at our standard hourly rate.

You warrant that you are the owner, or are entitled to legal possession, of the job site, and that you have the power and authority to enter into this contract and to authorize us to perform the work at the job site. If your spouse is an owner of the job site, then you also represent that you are authorized to enter into this contract on behalf of your spouse and you agree, for yourself and for your spouse, that you and your spouse are jointly and severally liable under this contract. “Jointly and severally liable” means that each of you is legally responsible for 100% of the customer’s obligations under this contract, not just a pro-rata portion. If a business entity or other organization owns or is entitled to legal possession of the job site, then the person signing this contract represents that he is authorized to enter into this contract on behalf of the organization. This contract may be amended by a written or oral change order.

If you fail to request an estimate before authorizing additional work, you will still be liable for the reasonable cost of the additional work, and you must pay the additional cost in accordance with the terms of this contract. All additional work and changes to the scope of the job that you authorize, whether or not in writing, become part of the job. This contract constitutes the entire agreement between the two of us relating to its subject matter; any prior agreements and understandings are hereby superseded and merged into this contract. Each party’s respective rights, obligations and remedies relating to the work and the relationship between you and us will

Jian Ruan LLC (248-688-1266)

governed solely by the terms of this contract, and each party waives and relinquishes all present and future claims in tort against the other party relating to the subject matter of this contract. This contract is binding upon and inures to the benefit of each party and its respective legal representatives, successors, heirs and assigns. Neither you nor we may assign our rights or obligations under this contract, including any warranties made by us, without the other party's prior written consent. If any provision of this contract is held to be illegal, invalid or unenforceable, that provision will be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remaining provisions of this contract will not be affected.

EXCEPT FOR EXPRESS WARRANTY CLAIMS, ANY CLAIM ARISING UNDER THIS CONTRACT, FROM ANY ACT OR OMISSION OF OUR EMPLOYEE OR AGENT, OR RELATING TO ANY WORK WE PERFORM, IS AUTOMATICALLY RELEASED AND DISCHARGED WITHOUT ANY FURTHER ACTION UNLESS AN ACTION BASED UPON THE CLAIM IS COMMENCED WITHIN ONE YEAR AFTER THE DATE THE JOB IS COMPLETED. ANY CLAIM BASED UPON AN EXPRESS WARRANTY UNDER THIS CONTRACT IS AUTOMATICALLY RELEASED AND DISCHARGED WITHOUT ANY FURTHER ACTION UNLESS AN ACTION BASED UPON THE CLAIM IS COMMENCED WITHIN 6 MONTHS AFTER THE DATE THE WARRANTY EXPIRES.

You must provide us with written notice of any warranty claim, of any other claim relating to this contract or the breach of this contract, or of any damage to the job site allegedly caused by us or our employees or agents, within a reasonable time after you discover the claim or damage. You may not commence any legal proceeding relating to the claim for thirty days after we receive your notice of the claim, to give us an opportunity to investigate the claim.

You agree that, if you fail to provide us with notice, or if you, before the end of the thirty-day period, alter, repair, or replace any of the work or materials we provided, or any system or component of the job site (or the structure in which the job site is located) that may have a bearing upon the claim (except as may be necessary to prevent further damage to the job site or structure), which prevents us from independently verifying the existence or extent of the claim, then you will be deemed to have irrevocably waived and released all claims, rights, or actions against us and our employees, agents, officers, directors, shareholders, members, partners, affiliates, licensors, successors, heirs, assigns and legal representatives, relating to that claim.

You will not directly employ, offer to directly employ, directly pay, or otherwise directly retain any employee of ours to provide construction, remodeling, repair, maintenance, or handyman services to or for you or any property you own. Any work performed in violation of the preceding sentence is not warranted by us. Browse more at <http://www.datapublic.org/ruan/> too.

Service:

Jian Ruan LLC
248-688-1266
<http://www.datapublic.org/ruan/>

*Customer
Name (printed):*

Signature:

Name(Signed):

Date:

Date:

<http://www.datapublic.org/ruan/>

服务条款和条件

一般条款和条件 在本合同中，“我们”和“我们”是指 Jian Ruan LLC；“您”是指在下一页上标识的客户；“工作”或“作工”是指我们同意提供的服务，如下一页所述；“工作地点”是指我们将在其中进行工作的房屋、公寓、共管公寓、建筑物或其他不动产。

本文件是一份具有法律效力的合同，包括两页上的所有条款和条件。

通过签署本合同，您授权我们在工作现场执行工作，您同意如下：

您将在完成工作并出示发票后立即向我们付款，除非我们以书面形式同意其他安排。如果您在工作完成时未支付所有费用，您必须支付 25.00 美元的滞纳金，外加您所欠金额的利息，从工作完成之日起按每月 1.5% 的利率计算。如果您的支票在您的银行未付清的情况下退回，您必须向我们支付 30.00 美元的手续费，并补偿我们因退回支票而产生的任何银行费用。有限保修。我们提供与工作相关的以下有限保修：“我们保证我们提供的与工作相关的所有劳动力将以熟练的方式进行，并且在工作之日起一年内不会出现材料缺陷完成了。”如果您未在到期后三十天内支付工作的所有费用，或者您违反本合同的任何其他条款，则此有限保证无效。

我们不对您、美国或另一方提供的任何设备、固定装置、材料或其他商品提供担保。除上述明确规定外，我们不提供任何其他明示或暗示的保证，包括对适销性、特定用途的适用性、良好的工艺、交易过程和交易使用的保证。

您全权负责获得工作所需的任何建筑许可。我们维护责任保险和工人赔偿保险，但我们不维护涵盖我们工作产品的保险。您拥有并且将在工作期间始终为工作现场投保财产/伤亡保险。我们不负责在工作现场或周围移动任何个人财产以执行工作，但如果我们认为有必要执行工作，我们可能会这样做，如果我们这样做，我们将不承担任何责任您或任何其他个人或组织对任何个人财产的任何损害。对于因恶劣天气条件、天灾、劳资纠纷、材料不可用、本合同签订时无法预见或隐藏的工作现场条件或其他我们无法直接控制的情况而导致的延误，我们概不负责。如果我们遇到任何意外或隐藏的预先存在的条件、问题或损坏，而导致工作所需的劳动力或材料数量大幅增加，则我们有权终止本合同。如果我们这样做，您将没有义务支付全部合同价款，但您将就（1）在我们发现状况、问题或损坏之前购买并交付到工作现场的任何材料向我们付款；（2）在我们发现状况、问题或损坏之前，我们按标准小时费率提供的工时数。

您保证您是工作现场的所有者或有权合法占有，并且您有权力和授权签订本合同并授权我们在工作现场执行工作。如果您的配偶是工作网站的所有者，则您还表示您有权代表您的配偶签订本合同，并且您同意，为您自己和您的配偶，您和您的配偶承担连带责任根据本合同。“连带责任”是指你们每个人都对客户在本合同项下的 100% 义务负有法律责任，而不仅仅是按比例承担责任。如果商业实体或其他组织拥有或有权合法占有工作现场，则签署本合同的人表示他有权代表该组织签订本合同。本合同可以通过书面或口头变更单进行修改。

如果您在授权额外工作之前未要求估算，您仍需承担额外工作的合理费用，您必须按照本合同的条款支付额外费用。您授权的所有额外工作和工作范围的更改，无论是否以书面形式，都将成为工作的一部分。本合同构成我们双方之间就其标的事项达成的完整协议；任何先前的协议和谅解在此被取代并合并到本合同中。与您和我们之间的工作和关系相关的每一方各自的权利、义务和补救措施将仅受本合同条款的约束，并且每一方放弃并放弃针对另一方的所有当前和未来的与该主题相关的侵权索赔本合同的事项。本合同对每一方及其各自的法定代表人、继承人、继承人和受让人具有约束力并符合其利益。未经另一方事先书面同意，您和我们均不得转让我们在在本合同下的权利或义务，包括我们作出的任何保证。如果本合同的任何条款被认定为非法、无效或不可执行，则该条款将被视为在允许其在适用法律允许的最大范围内执行所必需的范围内进行修改，而本合同的其余条款将不会被影响。

除明示保证索赔外，根据本合同、我们员工或代理的任何作为或不作为或与我们执行的任何工作有关的任何索赔，均会自动解除和解除，无需采取任何进一步的行动工作完成之日起一年内。任何基于本合同明示保证的索赔均自动解除和解除，无需采取任何进一步行动，除非基于索赔的行动在保修期满之日起 6 个月内开始。

Jian Ruan LLC (248-688-1266)

对于任何保修索赔、与本合同或违反本合同有关的任何其他索赔，或据称由我们或我们的员工或代理人对工作现场造成的任何损坏，您必须在之后的合理时间内向我们提供书面通知。您发现索赔或损坏。在我们收到您的索赔通知后的三十天内，您不得启动与索赔相关的任何法律程序，以便我们有机会调查索赔。

您同意，如果您未能向我们提供通知，或者如果您在三十天期限结束前更改、修理或更换我们提供的任何工作或材料，或工作的任何系统或组件可能对索赔有影响的工地（或工地所在的结构）（除非为防止对工地或结构造成进一步损坏可能是必要的），这会阻止我们独立验证索赔，则您将被视为已不可撤销地放弃和免除针对我们和我们的员工、代理人、高级职员、董事、股东、成员、合伙人、附属公司、许可人、继承人、继承人、受让人和法律人的所有索赔、权利或诉讼代表，与该索赔有关。

您不会直接雇用、提议直接雇用、直接支付或以其他方式直接保留我们的任何员工，为您或您拥有的任何财产提供建筑、改造、维修、保养或勤杂工服务。我们不保证任何违反前一句的工作。也可以在

<http://www.datapublic.org/ruan/> 上浏览更多内容。

工作:

Jian Ruan LLC
248-688-1266
<http://www.datapublic.org/ruan/>

Signature:

Date:

客户

Name (printed):

Name(Signed):

Date: