



TERMS AND CONDITIONS

Independent Contractor Status

The Contractor shall perform the Services as an independent contractor and not as an employee, partner, or agent of the Customer. Nothing in this Agreement shall be construed as creating an employer-employee relationship. Contractor is solely responsible for payment of all federal, state, and local taxes arising from compensation paid under this Agreement and shall not be entitled to any employee benefits, including but not limited to health insurance, vacation, or retirement benefits. Contractor maintains his or her own independent business, including appropriate business insurance and Workers Compensation Policy. Contractor shall use his or her own tools and equipment to render Services under this Agreement.

Business License and Registration

Contractor shall obtain and maintain, at its own expense, all licenses, permits, and registrations required by applicable laws and regulations for the performance of Services under this Agreement, and shall provide proof of such compliance upon request. If applicable, the Contractor's license and/or registration number is listed in the header of this Agreement.

Confidentiality

"Confidential Information" means any data or information, oral or written, disclosed by Customer to Contractor that is not generally known to the public, including but not limited to business operations, client lists, pricing, processes, or technical data. Contractor agrees not to disclose Confidential Information to any third party and to use such information only for the purpose of performing Services under this Agreement. These obligations shall survive termination of this Agreement for a period of two (2) years. Confidential Information does not include information that (a) is or becomes public without breach of this Agreement, (b) was known by Contractor prior to disclosure, or (c) is lawfully obtained from a third party.

Photography and Media Use

Contractor may take photographs and/or video recordings of the job site before, during, and after completion of the Services for documentation, training, and marketing purposes. Contractor agrees that any such images will not include identifiable personal information or details that compromise the Customer's privacy, such as visible house numbers, license plates, people, or other identifying features, unless the Customer provides written consent. Contractor retains ownership of all such media and may use it, in its discretion, for portfolio, promotional, advertising, and social media purposes, provided that the Customer's identity and location remain confidential.



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Miscellaneous Authority

Each party represents and warrants that, as of the Effective Date, it has all rights, power, and authority to enter into this Agreement and to perform its obligations.

Assignment

Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets.

Notices

All notices required under this Agreement shall be in writing and delivered via email to the addresses listed in the Agreement header, or to such other email address as either party may later designate in writing. Notices shall be deemed received upon confirmation of delivery.

Acknowledgment and Acceptance

The parties agree that this Agreement becomes effective upon the Customer's acceptance of the Contractor's estimate through Jobber or any other electronic system used by the Contractor. Such acceptance shall constitute the Customer's acknowledgment and agreement to these Terms and Conditions in full. No physical or electronic signature is required for this Agreement to be binding. The Customer's digital acceptance of the estimate shall have the same legal effect as a signed contract between the parties.