



Atlanta Grading Contractors LLLP – Binding Service Agreement

IMPORTANT NOTICE – ACCEPTANCE IS LEGALLY BINDING

By accepting any estimate, proposal, invoice, or by allowing work to commence, you confirm that you have read, understand, and agree to all terms and conditions in this **Binding Service Agreement** — including the specific job description below — and you agree that failure to read these terms does not excuse compliance.

Client Information

Client Name: Ronnie Poland

Email: tbsiteworkllc@gmail.com

Phone: (678) 316-0186

Project Address: 5696 Roswell Rd, Atlanta, GA 30342

Job Description

- **Scope of Work:** Hauling in red fill dirt to the project address
- **Rate per Load:** \$210
- **Estimated Loads:** 100–150 loads (final quantities will be verified during the work)

Optional Equipment Rental (if needed):

– **66" Padfoot Ride-On Roller Compactor**

- Weekly Rental: \$1,440 plus tax
- Daily Rate: \$549 (if preferred)

- Haul-In and Haul-Off: \$240 each way
- Contractor assumes full responsibility for safe and proper use of the machine once delivered
- This rental is provided strictly as a courtesy to help complete the work efficiently; Atlanta Grading Contractors LLLP does not profit from this rental.

Payment Terms:

– All balances are due upon job completion unless the customer requests and we approve an extension in writing in advance.

Terms & Conditions

1. Acceptance & Authority

By accepting any estimate or invoice, you agree that you have full legal authority to bind the project owner to these terms and confirm that you have reviewed the attached scope and conditions.

2. Change Orders

Any additional work, scope changes, or delays requested by the Customer must be agreed upon in writing before execution and may result in additional charges.

3. Site Access & Downtime

You must ensure the jobsite is fully accessible and properly prepared as described in the estimate. If our crew or equipment is delayed due to inaccessible conditions or failure to prepare, a **downtime fee of \$150/hour** will apply.

4. Damage Waiver for Access

You grant permission for our trucks, equipment, and crew to access the site. **We are not liable for any damage to driveways, sidewalks, grass, trees, irrigation, underground utilities, or private property unless caused by gross negligence.** The Customer must clearly mark or disclose all known underground utilities; failure to do so waives liability.

5. Equipment Use

The Customer assumes all responsibility for any optional equipment rental once delivered. You agree to operate rental equipment safely and in compliance with all laws and OSHA standards.

6. Hauling & Dump Fees

All haul-off, dump site access, and disposal fees are included in the agreed per-load rate, unless stated otherwise.

7. Payment, Late Fees & Collections

Payment in full is due as specified above. Overdue balances will incur a **3% monthly finance charge**. If balances remain unpaid more than **10 days** after the due date, we reserve the right to file a **mechanic's lien** against the property and pursue collections. Customer shall pay all legal fees, lien costs, and collection expenses.

8. Lien Rights

You acknowledge that Atlanta Grading Contractors LLLP retains full lien rights for all work performed and materials delivered in accordance with **Georgia lien law**.

9. Warranties & Limitations

We warrant that all work will be performed in a good and workmanlike manner in line with industry standards. No other warranties apply beyond those stated herein.

10. Cancellation Policy

Cancellations must be made at least **24 hours** before scheduled work. If you cancel late or refuse services after arrival, you agree to pay a **full-service charge** for costs incurred.

11. Dispute Resolution

If any dispute arises, the prevailing party shall be entitled to recover **reasonable attorney fees, collection costs, and lien filing costs**. Any disputes shall be resolved under the laws of the **State of Georgia**, with jurisdiction in **Fulton County**.

12. Severability

If any portion of this agreement is held unenforceable, the remaining terms remain in full effect.

13. Entire Agreement

This document, together with the attached estimate, represents the entire agreement between the parties. No verbal agreements or prior statements will override these written terms unless made in writing and signed by both parties.

Customer Acknowledgement

By accepting this estimate in QuickBooks and/or by allowing work to proceed, you confirm that you have read and agree to the **full job description**, **payment terms**, and **binding service conditions** above — and that you accept these terms whether or not you have physically signed this document.

Atlanta Grading Contractors LLLP

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