

TERMS & CONDITIONS

1. This Agreement is based on an estimated start date and the property as described or as it exists on the date of inspection.
2. Invoices will be sent out based on the Payment Terms. *InvoGreen* will determine when a project or milestone is completed. Unless otherwise agreed upon, payment is due in full upon receipt of an invoice.
3. Payments may be made by Visa, MasterCard, American Express, Discover or Check unless another method is approved.
4. Unless indicated herein, *InvoGreen* is not responsible for obtaining permits, engineers, or engineering plans.
5. *InvoGreen* at its discretion may engage subcontractors or independent contractors to perform work.
6. Customer is legally authorized to make decisions at the job's address and enter into this agreement.
7. Any change order, including scope of work changes or additions, requested by Customer shall be in writing, signed by all parties, and shall become part of this Agreement. If a project requires more material, time, or labor than estimated, then this may increase the project cost and is not considered a change order. *InvoGreen* will resolve any issue or contradiction in any change order or Agreement without penalty of any kind to *InvoGreen*. These "Terms & Conditions" take precedence over any other part of the Agreement herein or any change order.
8. *InvoGreen* warrants it is insured for injury to its employees.
9. Unless stated otherwise herein and when appropriate, *InvoGreen* will leave jobsite in broom clean condition.
10. *InvoGreen* shall not be liable for any delays including but not limited to: strikes, weather, casualty, acts of nature, Fire, change orders, subcontractors, start dates, disputes, responsiveness, independent contractors or material availability.
11. *InvoGreen* shall not be liable for any damage, or limitations, to materials, services, or work performed, now or in the future, due to negligence, environment, weather, soil, weeds, chemicals, insects, animals, independent contractors, drainage issues, structure issues, equipment, subcontractors, miscommunications, unforeseen issues, or other work performed.
12. Customer is responsible for clearly marking the exact location of any underground, hidden, or partially hidden structures including, but not limited to, wires, hoses, pipes, fittings, devices, cables, utilities, or anything else that is partially or completely underground. Customer agrees to be responsible for, and pay for, any damage to these structures regardless of the cause or when the damage occurred.
13. Materials, plants, or other items provided to Customer by *InvoGreen* are covered by the manufacturer's or seller's warranty, if any, and not *InvoGreen*. Retaining walls and pavers have a 5-year warranty on labor. Unused materials or any other unused items will remain the property of *InvoGreen* and shall not affect the project cost.
14. In the event Customer shall (a) fail to pay any payment due, or (b) fail to honor, or threaten to breach, any part of this Agreement for any reason, *InvoGreen* may cease work without penalty or breach of Agreement pending resolution.
15. Customer pays collection costs, fees, and a 1.5% monthly late charge on returned checks, chargebacks, or past due invoices. Payment history, service termination, threats or other risks require immediate payment, including by credit card on file.
16. *InvoGreen* may cancel this Agreement at any time without any penalty or liability whatsoever and a refund will be given, less any expenses for materials and labor.
17. Under no circumstances shall a Customer be refunded, credited or paid back more than what has been paid on a project.
18. Customer agrees not to disparage *InvoGreen*, or permit to be disparaged, in any manner, nor will Customer make or solicit any comments, complaints, reviews, feedback, statements or the like to the media or to others, or on social media or any websites, or through any web service, that may be considered by *InvoGreen* to be dishonest, derogatory or detrimental to the reputation of *InvoGreen*.
19. This entire Agreement shall be governed by the laws of St. Louis County, MO. In a legal dispute, even if not related to this Agreement, the prevailing party shall be entitled to recover its actual attorney's fees, costs, and expert witness fees.
20. If payment isn't made as agreed, then a mechanic's lien will be filed, and interest and penalties added to the amount due.
21. Any issues with service must be reported by the Customer within 24 hours of the issue occurring.
22. Customer is responsible for keeping people, pets, and objects safely away from workers, equipment, and the job site.
23. A copy of these Terms & Conditions is available at invoGreen.com/terms/

The following statement is required by Missouri Law.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

(Updated 07-14-2022)