

Helping Hands Terms and Conditions 2023

These Standard Terms and Conditions ("Standard Terms"), together with the applicable Work Order, constitute the SERVICE AGREEMENT ("Agreement") by and between Helping Hands, DBA., a New Jersey Organization ("Company") and "Customer", whose name, and address(es) are set forth in the signed Work Order.

JUNK REMOVAL SERVICES

The company agrees to collect and remove from Customer's home, office or other designated location ("Premises"), the items ("Customer Materials") set forth in the Work Order (hereinafter the "Services").

PROHIBITED MATERIALS

Customer Materials shall not include any personal property which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters ("Prohibited Materials"). For purposes of this Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation.

OWNERSHIP AND TRANSFER OF TITLE TO CUSTOMER MATERIALS; DISPOSAL OF CUSTOMER MATERIALS

Customer Represents and Warrants that Customer owns all legal right, title, and interest in and to the Customer Materials or has secured the right to transfer to Company all legal right, title, and interest in and to the Customer Materials. All legal right, title, and interest in and to the Customer Materials shall pass to Company upon Customer's signature on the Work Order affirming that Customer has agreed to start work. Thereafter, the Company may dispose of Customer Materials at its sole and absolute discretion.

RIGHT TO ENTER, ACCESS

Customer represents and warrants that Customer (i) has an ownership interest in the Premises upon which the Company shall enter to retrieve the Customer Materials and/or that Customer is an authorized agent of the owner(s) of such Premises; and (ii) has the right and authority to permit Company's unrestricted entrance upon the Premises. Customer authorizes Company to (i) drive on Customer's lawn or other non-paved areas to retrieve the Customer Materials from the area(s) designated by Customer, or (ii) drive on a paved surface. In either case, the Customer assumes full risk for all damage resulting from the Company's entrance onto the area(s) designated by the Customer and relieves Company from any responsibility for such damage. Additionally, the Customer acknowledges that Company recommends against driving on Customer's lawn or non-paved, and certain paved, areas. Any retrievals of Customer Materials requiring Company to access Customer Materials by way of non-paved areas or should retrieval of the Customer Materials require extraordinary efforts shall permit Company, at its option, to assess Customer a reasonable service charge, which Customer agrees to pay.

CANCELLATIONS & DEPOSITS

Helping Hands is committed to providing exceptional service. When you book your appointment, you are holding space on our calendar that is no longer available to our other customers. As a courtesy, we require a minimum of 24 hours advance notice for all standard appointment cancellations or changes.

For large projects scheduled for 3 hours or longer, we require 7 days advance notice for cancellation or changes. We reserve the right to collect a 10-50% non-refundable deposit for projects scheduled for longer than 3 hours, which will be discussed during the time of booking.

Appointments are in high demand, and your advanced notice will allow another customer to access that appointment time. Please call us at (908)356-9675 to make any changes to your appointment.

If the job has already been completed, the Customer acknowledges that they are responsible for any outstanding balance.

PAYMENT

Payment will be due immediately upon completion of the job unless credit has previously been established (i.e. invoicing application submitted and approved). Unpaid balances are subject to collections.

DISPOSING OF ITEMS

Helping Hands reserves the right to dispose of items in the best manner possible. While we always strive to recycle and donate as much as possible, we cannot guarantee that all items will be recycled or donated. Certain circumstances can and do prevent Helping Hands from doing so. Potential circumstances include but are not limited to:

- Recycling or donation center refusal of items
- Poor condition or contamination of items
- Bed bugs or other insect/animal infestation
- Inclement weather or other “Acts of God”

ESTIMATES

The estimates provided are based on the information provided by Customer. Estimates are given to inform you of the general cost and allow us to schedule team members appropriately. The final estimate will ALWAYS be determined on-site. The final invoice will reflect the filled percentage of the truck by your requested items to be removed, plus any special fees including additional disposal costs and team members.

EXEMPTION FROM LIABILITY

Company and Company's agents will have no liability for claims or losses resulting from Customer's failure to comply with these Terms and Conditions, including but not limited to Customer's inclusion of Prohibited Materials among the Customer Materials.

Except in the case of the Company's gross negligence or willful misconduct, Company and Company's agents will have no liability for any damage to, or loss of any of Customer's property while Company is engaged in removing the Customer Materials, from any cause whatsoever.

Except in the case of Company's gross negligence or willful misconduct, Company and Company's agents shall not be liable to Customer for injury or death suffered by any person including Customer's guests or invitees, occurring in or about Customer's Premises, even if such injury or death is caused by the acts or omissions or negligence of Company, or Company's agents or employees.

Any Company liability resulting from instances of the negligence of Company, or Company's agents or employees, shall be limited to the amount of the actual damage incurred.

DEFAULT; REMEDIES

In the event that Customer shall fail to pay any amounts due Company under this Agreement or shall fail to comply with any term, provision or covenant contained herein (an "Event of Default"), Company shall have the right at its election, then or at any time thereafter while such Event of Default continues, to pursue any remedy provided for under applicable laws under this Agreement. ALL EXPENSES INCURRED BY COMPANY CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY CUSTOMER WILL BE ASSESSED TO THE CUSTOMER (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Company's remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Company.

RELEASE OF CUSTOMER INFORMATION

The customer hereby authorizes the Company to release any information regarding Customer and the Customer Materials as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

INDEMNIFICATION

Customer will indemnify, hold harmless, and defend Company, its agents and employees, from all claims, demands, actions, or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with Company's removal of the Customer Materials, other than claims based upon the gross negligence or willful misconduct of Company, its agents or employees. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any Customer Materials.

GENERAL

GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL

This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under California law, but, if any provision of this Agreement shall be invalid or prohibited under California Law, such provision

shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement. Customer agrees to waive their rights to a jury trial for any and all claims made against or through Company. Any claims by Customer arising under the Agreement must be brought in a court of competent jurisdiction located in the geographic area in which the Company has its original place of business at the time of commencement of litigation proceedings. The customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude the Customer or Company from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

NON-WAIVER

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement will not be construed as a waiver of any subsequent breach or affect the effectiveness of the Agreement, nor prejudice either party with regard to any subsequent action.

FORCE MAJEURE

Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under the Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

SUCCESSION

All of the provisions of the Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

ENTIRE AGREEMENT

The Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth in the Agreement, and no representative of Company or Company's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.