



Policy Statement

Terms of Service

This document summarizes information, terms, conditions, and statements of policy which may be contained in our contract agreements, website postings, publications, other materials. It also addresses circumstances which might arise in the course of business. Throughout this document, the words we, our, and us, refer to Proformance. The words you, yours, client, renter, and customer, refer to the you the purchaser individually and/or severally if on behalf of a business or other organization.

CONTRACT

The completion of a [contract](#) is required prior to all services rendered or work performed. Your signed contract must be returned to us along with any required deposit in order to perfect the agreement and for work to begin as scheduled. We may provide specific time limitations or deadlines under which our contract offer will be honored, and we may revoke or amend our offer at any time should you fail to respond within the time frame allowed. (see: revocability)

In circumstances under which the normal [contract process](#) cannot proceed, such as when services are requested and rendered with immediate urgency, the default terms of our basic and usual contract for such services or work shall apply. Acceptance or use of the services, or failure to cancel a request prior to the dispatch of workers or work being performed shall constitute assent to those terms.

Revocability

Your [contract offer](#) will be valid only within a specific time frame. To perfect the agreement you must sign and return your contract to us along with any required deposit within that time frame. We may withdraw our offer should you fail to do so.

If we make subsequent offers, we will not be bound by the terms of any previous offer. If your contract and deposit are received after the specified time frame has expired we may at our option choose to accept or reject the agreement in its entirety. You would be notified and your deposit (if any) returned in such case where your contract offer had expired and we chose not to accept your confirmation.

Substitution

Your contract includes a protection clause whereby we will make every reasonable effort to provide equivalent alternate services upon advice, and in the event that the designated contractor is unable to begin or complete a project due to detention by illness, injury, or other unforeseen circumstances. Any such substitution would be subject to your approval, and at no additional cost to you.

Proformance cannot guarantee the availability of designated contractor in all circumstances and at all times and reserves the right of substitution to deal with instances of detention due to illness, accident, labor dispute, conflict of interest, or other circumstance which may arise. Customers sole recourse absent the availability of acceptable substitute arrangements shall be a refund of any advance deposit or payments made in excess of the value of any work presently completed.

Change of Service

We will make every effort to accommodate changes in the services you hire, schedule permitting, and subject to availability of labor and resources. Call us early with any changes. The greater the lead time the better able we will be to accommodate your needs.

Changes of start date may arise in conjunction with weather and other environmental conditions, local ordinances, permit and inspection requirements, and other issues. In such circumstances where delays are created by conditions beyond our control or third party over-sight we cannot guarantee certain scheduled deadlines. You will be notified where any such circumstances affect the work schedule.

Extension of Time

Proformance reserves the right to extend the time necessary to complete the work where circumstances beyond our control, changes in design, alterations, or your own personal schedule or preferences affect the project completion.

Limit of Liability

Our liability for failure to perform in whole or in part, any portion of the agreement or services requested, or failure of any contractor to render service or perform work with respect to any subjective standard, is limited to the face value of the contract for those services or that work so specified.

Transfer

The contract, amendments, additions, and any other related service agreements are non-transferable, and the obligations of the purchaser named in those agreements may not be transferred to, or assumed by any third party. The contract creates a security

interest in any property improved while the invoice is outstanding, and Proformance reserves the right to recovery by mechanic's lien where necessary.

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DEPOSIT

Certain minimum advance deposits may be required prior to work being started. Signing deposits are reservation surety, and are non-refundable in the event of cancellation, postponement, or other condition which might void our obligation to deliver or perform the agreed upon service.

Materials deposits become non-refundable at the time such materials are obtained and work begins on the project. Labor charges become payable and due at the time they are performed and are not contingent on the full completion of a contract or affected by subsequent cancellation.

Deposit Amount

The minimum required deposit for most projects or services should not be more than 50% of the total contracted price, except where the amount in excess of 50% pertains to the purchase of non-returnable or non-refundable retail goods on behalf of the client, or represents non-refundable costs incurred by nature of the agreement

The minimum required signing deposit for any service may vary with the nature of the product or services hired. In most cases this shall not exceed 25% of the total contract price, except where the amount in excess of 25% represents non-refundable costs incurred by nature of the agreement, or for the purchase of non-returnable retail or wholesale goods on behalf of the client.

Deposit Paid Using Credit Card

We accept major credit cards including Visa, MasterCard, American Express, and Discover, for payment of any or all deposits and the balance of the contract. Credit cards presented for payment of service calls to be rendered at a future date, or with urgency shall be billed only for the minimum deposit required to secure the service technician's visit. The balance for any work performed shall be due and payable immediately upon completion.

The receipt of credit card information does not itself constitute a valid deposit. Deposit shall be deemed received when the authorized charges are approved and the funds are made available to us by the appropriate merchant service or issuing bank.

You may elect at the time of deposit to have the remaining balance automatically charged to your credit card on the date that it becomes due (generally upon completion of the work) and/or may prepay your account at any time without risk of forfeiture on any amounts in excess of the minimum required deposit and incurred costs as described above.

Waiver of Deposit

We may at our discretion waive the deposit required for reservation without waiving any of our other rights under the service agreement. Waiver of deposit is not a reduction of any amounts due, or release from liability for other amounts assessed under the terms of the agreement including but not limited to late payment or returned check fees, assessments for damage, delays, alterations, or other accrued charges. There is no circumstance under which a waiver of deposit is automatic, and a waiver of any required deposit should not be assumed as a result of our failure or inability to collect said amount in advance.

Transferability of Deposit

Deposits or other prepayments which pertain to the purchase of non-returnable or non-refundable retail goods on behalf of the client, or non-refundable costs incurred by the nature of the original agreement are non-transferable and not recoverable.

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CANCELLATION

Notice

You may cancel your contract in writing at any time, however any required deposits, payments, or balance due as of the date you serve us with notice of cancellation will become immediately due and payable.

Settlement

You agree that in the event of cancellation any and all disputes regarding the work or project in question shall be submitted first submitted to arbitration for settlement.

Early Completeion

Unless otherwise specified in the agreement, when a project is completed ahead of schedule; no discount shall apply, and no other application of labor outside the scope of the original agreement shall be provided.

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PAYMENT

Method

Payments may be made by check, cash, money order, or major credit card including Visa, MasterCard, American Express, and Discover. Payments made at the time of delivery or for alterations, changes, or modifications and extension to the original agreement must be by check, cash, or money order.

When due

Any required signing deposit must be returned along with the [contract](#) agreement or paid at the time of signing in order for your project agreement to be to be valid and for work to proceed. Material deposits must be received prior to the date work is to commence and with adequate time to provide for material requisition. For most projects the remaining balance will be due upon completion of all work, or proportionally as outlined in the agreement.

Payment for products and [merchandise](#) will be due and payable at the time customer takes possession of such goods, or at the time such goods have been released for shipment to the customer via common carrier. Prepayment may be required for certain specialty goods, including but not limited to custom fabricated goods, limited stock special orders.

Late fee

Invoices outstanding 30 days or more will accrue late fees at the rate of 1.5% monthly. Customer will be responsible for any additional recovery and court costs, legal fees, or other expenses involved in the collection of any overdue amounts.

Return check charge

A \$35 dollar fee will be added for any checks returned unpaid for any reason. Proformance reserves the right to rescind any contract offer, or to restrict payment options where any checks presented for deposit are returned for insufficient funds.

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INSURANCE

We are [commercially insured](#) by Fireman's Fund Insurance Comoany and represented by R.V. Nuccio & Associates Insurance Brokers, Toluca Lake, CA. 91602

Certificates

[Certificate of insurance](#) is available upon request to current holders of a contract offer. To obtain a certificate of insurance call us at 978-549-8837.

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CREDIT CARDS

Acceptance

We accept major credit cards including MasterCard, Visa, American Express, and Discover for all payments or deposits, subject to verification and approval by the issuing bank. There is no additional fee for payment with a credit card. (Note: you may accrue regular interest charges on your credit card account as assessed by the issuing bank.)

Refusal

We may refuse to accept any credit card for payment where: authorization cannot be obtained; the card appears to be altered or mutilated in any way; the expiration date has passed; the card is unsigned or the signature on the card does not match the signature of the sales record; or where the identity of the cardholder cannot be verified, or the cardholder and purchaser are not the same person.

Verification

In an effort to reduce credit card fraud we may request additional information before accepting your credit card. For orders placed by mail, telephone, email, our website, and/or where the ship to address is different from the billing address, we may request a faxed signature and photocopy of the the credit card being used. These precautions are in the interest of protecting you, our customer, as well as ourselves. We appreciate your understanding.

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MISC

References

We can provide a list of recent customer references for your review. Our list is compiled based on clients who have given us permission to include their information for this purpose. Customers with a pending agreement may obtain a list of references by contacting our office. To preserve the privacy of our past clients references are only released upon request and mailed under separate cover rather than included with sales literature.

Some clients on our lists may not be available due to address/phone changes (as might follow a real estate sale). We generally include enough references to compensate for any outdated information. If you experience problems please contact us for additional references.

Names are added and dropped from our list of references on a rolling basis. Some clients may never be called, while a few may be called a few times within a year of their event. If you experience problems with calls seeking a reference, or would like to be eliminated from these lists please contact our office. Please remember that references are released only upon request to our most serious [new customers](#).

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