

TRIPLE C EXCAVATING LLC (7667 Mill St NE Bemidji Mn 56601)

Service Agreement, Liability Waiver & Payment Acknowledgment

Customer Name: _____ Project Address: _____

Phone: _____ Email: _____ Date: _____

Scope of Work

The Customer acknowledges that Contractor has explained the requested services, including but not limited to:

- | | | |
|----------------------------------|--|----------------------|
| • Site Preparation | • Building Pad Preparation | • Utility Excavation |
| • Excavation | • Septic System Installation & Replacement | • Material Delivery |
| • Land Clearing | • Mound Systems | • BMP Ponds |
| • Grading & Drainage | • Restoration | • Other: _____ |
| • Driveway Installation & Repair | • Rock Placement & Retaining Walls | |
| • Demolition | • Stump Removal | |

The Customer confirms they understand the nature of the services being provided and have had the opportunity to ask questions before work begins.

Customer Responsibilities

The Customer agrees to:

- Clearly identify all requested work areas prior to the start of the project.
- Ensure property lines and easements are accurately identified when applicable.
- Remove or protect personal property, landscaping, irrigation systems, underground pet fencing, and any other items that could be affected by construction activities unless otherwise agreed upon in writing.
- Obtain any required homeowner association approvals, if applicable.
- Notify Contractor of any known underground utilities, private utility lines, septic components, wells, drain tile, sprinkler systems, invisible fences, or other underground structures not marked through Gopher State One Call.

Contractor is not responsible for damage to unmarked or undisclosed underground utilities or private improvements.

Ownership of Property. Customer warrants to Contractor that the persons signing this Agreement constitute all of the owners of the Property on which the Project is to be completed, and that they have the right and authority to enter into this Agreement and to authorize the Project.

Cooperation: Contractor may suspend work if any of the following occur: (1) if at any time Contractor reasonably believes that Customer is not reasonably cooperating in completing the Project, (2) Customer places unreasonable demands on Contractor or Contractor's subcontractors, (3) Customer fails or refuses to furnish Contractor with access to the Property or construction site, (4) Customer fails to provide information Contractor deems necessary for Contractor to proceed, (5) Customer refuses to execute a Change Order based on a change required due to a concealed condition or requested by Customer, or (6) Customer has not or is not complying with this Agreement's terms including but not limited to timely payment for Services and materials invoiced. If work has stopped for any reason for more than 30 days, Contractor may terminate this Agreement and recover from Customer its Damages and be entitled to all other remedies set forth in this Agreement.

Payment Agreement

The Customer agrees to pay Contractor according to the agreed-upon estimate, proposal, invoice, or contract.

The Customer understands and agrees that:

- Payment is due according to the payment terms outlined on the estimate or invoice.
- Additional work requested beyond the original scope may result in additional charges.
- Delayed payments may be subject to interest, late fees, collection costs, attorney fees, and any other remedies allowed under Minnesota law.
- The Customer is responsible for payment for all completed work and materials supplied by Contractor.

Site Conditions

The Customer understands that excavation work involves changing natural ground conditions.

Triple C Excavating cannot guarantee:

- Exact final grades due to soil conditions.
- Weather-related delays.
- Soil settlement after project completion.
- Future drainage patterns beyond the designed work area.
- Grass growth or landscaping success after disturbed areas are restored.

The Customer acknowledges that additional work may become necessary if unforeseen conditions are discovered, including but not limited to buried debris, rock, groundwater, unstable soils, unknown utilities, or unsuitable site conditions.

Delays Customer agrees that Contractor is not responsible for delays in completion of the Project due to weather, strikes, war, terrorist attacks, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions, or any other cause beyond the Contractor's control. If the cost of materials or labor increases during any such delays, Contractor may require that Customer pay such increased costs or terminate this Agreement after paying Contractor for all work completed to the date of termination and for all materials which cannot be returned.

Concealed Conditions This Agreement and the Price are based solely on Contractor's observations at the time of this Agreement's execution. If concealed conditions are discovered once the Work has commenced, which conditions were not made known to Contractor at the time of this Agreement's execution, Customer and Contractor will execute a Change Order for any additional work and materials needed to address the concealed conditions. Customer agrees to pay for unexpected or unanticipated extra costs, including but not limited to, soil corrections, remediation of existing structure, protection of the Project from weather conditions, and all other similar costs. Customer will be responsible for all additional costs and time for work due to concealed conditions. Such conditions may also extend the time for completion of Contractor's Work.

Limitation of Liability

The Customer releases and holds harmless Triple C Excavating LLC, its owners, employees, subcontractors, and agents from liability for:

- Damage resulting from unknown or improperly marked underground utilities.
- Damage caused by inaccurate property line information.
- Natural settling of soil following excavation.
- Weather-related conditions outside of Contractors control.
- Delays caused by weather, utility locates, permitting, or unforeseen site conditions.
- Conditions outside the agreed-upon project scope.
- Any conditions, claims or liabilities arising from or related to any pre-existing work or Customer work on the Project.

Nothing in this Agreement waives liability for conduct that cannot legally be waived under Minnesota law.

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Change Orders

Any changes to the original scope of work requested by the Customer may require written approval and additional charges before the work is completed. Contractor has an absolute right to reject any requested Change Order for any reason including, without limitation: (1) Contractor believes the change requested will create an unreasonable delay in the Work or may result in a condition which is not structurally sound or does not satisfy Contractor's standards of material or workmanship; (2) Customer fails to pay a Change Order deposit, if required by Contractor; or (3) Customer fails to accept the price increase or decrease reasonably determined by Contractor.

Warranty

Contractor warrants that work will be performed in a professional and workmanlike manner.

No warranty is provided for:

- Acts of nature
- Normal soil movement or settlement
- Improper maintenance by the Customer
- Damage caused by third parties
- Existing site conditions beyond Contractor's control

Photographs

The Customer grants Triple C Excavating LLC permission to photograph the project before, during, and after completion for documentation and marketing purposes unless the Customer provides written notice declining permission.

☐ I DO NOT authorize the use of project photographs for marketing.

PRE-LIEN NOTICE TO CUSTOMER: (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Acknowledgment

By signing below, I acknowledge that:

- I have read and understand this Agreement.
- I understand the services being performed.
- I have had the opportunity to ask questions.
- I agree to the payment terms.
- I understand excavation work involves inherent risks and changing site conditions.
- I voluntarily accept these terms and authorize Triple C Excavating LLC to perform the requested work.

Customer

Printed Name: _____ Signature: _____ Date: _____

Triple C Excavating LLC

Representative: _____ Signature: _____ Date: _____

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Terms & Conditions of Services

Bemidji, Minnesota

At Triple C Excavating LLC, we are committed to providing quality excavation and site development services. Due to the nature of earthwork, every project is unique, and conditions may vary. By accepting our proposal or authorizing work, the customer acknowledges and agrees to the following terms and conditions.

General Services

Triple C Excavating LLC provides a variety of excavation and earthwork services, including but not limited to:

- Site Preparation
- Excavation
- Land Clearing
- Grading & Drainage
- Driveway Installation & Repair
- Demolition
- Building Pad Preparation
- Septic System Installation & Replacement
- Mound Systems
- Restoration
- Rock Placement & Retaining Walls
- Stump Removal
- Utility Excavation
- Material Delivery
- BMP Ponds
- Other excavation and earthmoving services as agreed upon

Natural Materials

The Customer understands that excavation, land clearing, grading, and material placement involve working with natural materials. While Triple C Excavating strives to leave every project in a clean and professional condition, the Customer acknowledges that small sticks, roots, rocks, gravel, wood debris, or other natural materials may remain on the property following completion of certain projects. These materials are considered a normal part of excavation and land-clearing operations and may not be practical or possible to remove completely.

Imported Materials

Materials such as black dirt, fill dirt, gravel, rock, sand, mulch, and other aggregate products are sourced from third-party suppliers. Although reasonable efforts are made to provide quality materials, imported materials may naturally contain small rocks, sticks, roots, organic matter, or other naturally occurring debris. Triple C Excavating LLC cannot guarantee completely debris-free materials.

Land Clearing

Land clearing projects may leave minor wood chips, small roots, or natural forest debris within the work area despite cleanup efforts. Complete removal of every natural material is not guaranteed unless specifically included in the written scope of work.

Grading & Settlement

The Customer understands that newly disturbed soil may naturally settle over time due to weather, moisture, and compaction. Minor settlement is normal and does not constitute defective workmanship.

Existing Site Conditions

Hidden site conditions such as buried debris, rock, groundwater, old foundations, abandoned utilities, or unsuitable soils may be encountered during excavation. If unforeseen conditions require additional labor, equipment, materials, or disposal, additional charges may apply after discussing the situation with the Customer.

Weather Delays

Project schedules are subject to weather conditions, site accessibility, material availability, and other circumstances beyond Triple C Excavating LLC's control. Completion dates are estimates and are not guaranteed.

Customer Responsibility for Subcontractors

At Triple C Excavating, we take pride in providing quality excavation services and helping keep your project moving. To ensure there is no confusion during the construction process, please note that the customer is responsible for hiring, scheduling, and coordinating any contractors or service providers whose work falls outside the scope of excavation services provided by Triple C Excavating LLC.

Customer responsibilities include, but are not limited to:

- Hiring and scheduling a licensed plumber.
- Hiring and scheduling concrete contractors for slabs, footings, and sidewalks.
- Hiring and scheduling electricians for all electrical work.
- Coordinating with the local electric utility or cooperative (County Co-op/Power Company) for electrical service installation or connections.
- Hiring and scheduling HVAC contractors, if applicable.
- Hiring and scheduling well drilling or well service contractors, if applicable.
- Coordinating with internet, cable, telephone, or other utility providers.
- Obtaining or coordinating any permits, inspections, or approvals required by subcontractors unless otherwise agreed upon in writing.
- Ensuring subcontractors are scheduled in a timely manner so the project is not delayed.

Triple C Excavating is not responsible for the scheduling, performance, availability, or workmanship of subcontractors hired by the customer. Any delays resulting from subcontractor scheduling or coordination may affect the overall project timeline.

Customer Acknowledgment

By authorizing work, the Customer acknowledges that:

- They understand the nature of excavation and earthmoving services.
- They understand that natural materials, including small sticks, rocks, roots, wood debris, and similar materials, may remain on certain projects.
- They understand imported materials may also naturally contain small debris.
- They understand that complete removal of all natural materials is not guaranteed unless specifically stated in writing.
- They accept these conditions as a normal part of excavation and site development work.

Customer

Printed Name: _____ Signature: _____ Date: _____