

## **Terms and Conditions**

### **Introduction**

These Terms and Conditions ("Terms") govern your use of the services provided by Modern Valley Construction ("Modern Valley Construction," "we," "us," or "our"). By accessing or engaging in any services provided by Modern Valley Construction, you ("you" or "your") agree to abide by and be bound by these Terms. If you do not agree to these Terms, you must not engage with our services.

### **1. Scope of Services**

Modern Valley Construction offers a wide range of construction-related services, including but not limited to:

- Residential and commercial building projects
- Remodeling and renovation services
- Site preparation, excavation, and foundation work
- General contracting
- Project management and design services

All services provided are subject to the availability of resources, personnel, and project schedules. Detailed specifications and pricing will be provided in separate project agreements.

### **2. Project Agreement**

Each project undertaken by Modern Valley Construction will require a formal contract or agreement ("Project Agreement") outlining the scope of work, timeline, costs, and other relevant terms specific to the project. This Project Agreement is separate from these Terms and is binding upon both parties.

### **3. Fees and Payments**

Modern Valley Construction will outline fees and payment schedules in each Project Agreement. The fees for services rendered are determined based on the complexity, scope, and duration of the project.

- Payments are generally due as outlined in the Project Agreement (e.g., upfront deposit, milestone payments, or upon project completion).
- Late payments will incur an interest fee of 1.5% per month or the maximum amount allowed by law.
- Invoices should be settled in a timely manner. Failure to pay may result in suspension or termination of services.
- Any additional services or change orders outside the original scope of work will be billed separately and require approval by both parties.

### **4. Responsibilities of the Client**

The client agrees to:

- Provide accurate information regarding the project and worksite.
- Secure necessary permits, approvals, and access to the property as required by law.
- Ensure the project site is safe and ready for work to commence on the agreed start date.
- Communicate any changes or concerns promptly during the course of the project.
- Cooperate with Modern Valley Construction's team and contractors throughout the project.

## **5. Responsibilities of Modern Valley Construction**

Modern Valley Construction will:

- Perform the agreed-upon work with due diligence, skill, and professionalism.
- Comply with all applicable local, state, and federal laws and regulations.
- Provide updates and communicate project progress with the client.
- Ensure safety standards are adhered to during construction.
- Provide necessary warranties for workmanship and materials as outlined in the Project Agreement.

## **6. Changes and Modifications**

Any changes to the scope of work, materials, or project timeline must be agreed upon in writing by both parties. Changes may affect the overall cost and timeline of the project.

## **7. Cancellation and Termination**

Either party may terminate the Project Agreement by providing written notice. If the client terminates the agreement without cause, the client may be responsible for compensating Modern Valley Construction for work completed up until that point.

In case of breach of contract by either party, the non-breaching party may terminate the agreement and seek compensation for damages.

## **8. Limitation of Liability**

Modern Valley Construction will not be liable for any indirect, incidental, special, consequential, or punitive damages arising from the performance or non-performance of any services. In no event shall Modern Valley Construction's liability exceed the total amount paid by the client for the specific project in question.

## **9. Insurance and Licensing**

Modern Valley Construction maintains appropriate insurance coverage, including general liability and worker's compensation insurance, for the duration of all projects. We also ensure that all necessary licenses and certifications are in place to comply with local regulations.

## **10. Dispute Resolution**

In the event of a dispute, both parties agree to attempt resolution through mediation before pursuing any other legal action. If mediation fails, the dispute may be resolved through binding arbitration under the laws of the jurisdiction specified in the Project Agreement.

**11. Indemnification**

The client agrees to indemnify and hold Modern Valley Construction harmless from any claims, damages, losses, and expenses arising from the client's negligence, misuse, or failure to fulfill obligations related to the project.

**12. Confidentiality**

Both parties agree to keep confidential any proprietary information disclosed during the course of the project, including but not limited to design plans, cost estimates, and business practices.

**13. Force Majeure**

Modern Valley Construction will not be held liable for delays or failure to perform due to circumstances beyond its reasonable control, such as extreme weather, labor strikes, natural disasters, or acts of government.

**14. Governing Law**

These Terms and any Project Agreement will be governed by and construed in accordance with the laws of the state where the project is located.

**15. Modifications to Terms**

Modern Valley Construction reserves the right to modify or update these Terms at any time. Any updates will be communicated to the client. Continued use of the services after such changes constitutes acceptance of the modified Terms.

**16. Contact Information**

For questions or concerns about these Terms or your project, please contact us at:

Phone: 661.864.7969

Email: [info@modernvalleyconstruction.com](mailto:info@modernvalleyconstruction.com)

Website: [www.modernvalleyconstruction.com](http://www.modernvalleyconstruction.com)