



Work Agreement

The below named Buyer may from time to time order goods and services from PG Long Floor Covering, LLC, Oregon CCB No. 200968, Washington No. 601977109, and Idaho No. RCE-29518 or from PG Long Carpet Cleaning, LLC (DBA PG Long Restoration, PG Long Floor Cleaning) Oregon CCB No. 158700, Washington No. 602345731, and Idaho No. RCE-30544; herein referred to as "PG Long". All such goods and services provided by PG Long at Buyer's request will be governed by the terms of this Work Agreement.

- 1. Work Order.** Buyer from time to time may request goods and services from PG Long, which, if accepted by PG Long, shall constitute a work order ("Work Order"). Any of Buyer's issued documents containing terms different from or in addition to the terms contained in this Work Agreement are rejected and shall not be included within the parties' agreement.
- 2. Time for Payment.** Buyer will pay PG Long within thirty (30) days of the date of PG Long's invoice. Interest on unpaid amounts will accrue interest at one and one-half percent (1.5%) per month. In addition to PG Long's other remedies, Buyer's failure to timely pay PG Long entitles PG Long to suspend or terminate any Work Orders.
- 3. Additional Charges.** PG Long will be entitled to an equitable adjustment on any estimated charges on Work Orders if PG Long incurs additional costs or losses relating to delay caused by Buyer, the owner of the property, or tenants of the property, or the existence of concealed conditions or hazardous materials.
- 4. Cancellations.** Either party may terminate this Work Agreement at any time, but such cancellation will not relieve the canceling party of its obligations arising prior to such cancellation. Buyer may cancel a Work Order on the express condition that Buyer pays PG Long for any materials ordered or costs incurred by PG Long prior to such cancellation.
- 5. Warranty, Remedies and Limitations on Remedies.** PG Long warrants its work will be in accordance with the work described in the Work Order, and will be of high quality and workmanship. PG Long does not warrant goods and materials manufactured by other firms, but PG Long will assign to Buyer all third-party manufacturers' warranties of such goods and materials. PG Long warrants its work against defects in installation or workmanship for a period of one (1) year after completion of the Work Order. **PG Long disclaims all other warranties, including the implied warranties of merchantability and fitness for a particular purpose.**
- 6. Buyer's Remedies and Limitations on Remedies.** Buyer's remedy for breach of PG Long's warranties shall be limited to PG Long's choice of the following: (a) PG Long will repair or replace that portion of the work that does not conform to PG Long's warranty; (b) PG Long will credit Buyer's account a reasonable amount in allowance of the defect; or (c) PG Long will refund the purchase price of the defective portion of the work. Any action by Buyer against PG Long for breach of warranty or for any other claim, whether in tort or contract, must be commenced within one (1) year after completion of the Work Order. In no event shall PG Long have any liability to Buyer in contract, tort, or otherwise, for any of Buyer's incidental or consequential damages of any type whatsoever, including without limitation any lost revenues, lost profits, loss of contracts or business. PG Long's limited liability shall apply whether Buyer's claim is for breach of warranty or contract or for negligence, tort, strict liability, or any other cause of action.
- 7. Right to Lien.** PG Long continuously reserves the right to lien any property on which PG Long performs work or delivers materials. Notwithstanding the arbitration provision below, at all times PG Long may proceed to comply with any applicable lien laws, including without limitation notice, filing and foreclosure deadlines and procedures.
- 8. Arbitration; Costs of Collection; Attorneys' Fees.** All disputes arising under or related in any way to this Work Agreement or any Work Order, or otherwise arising between the parties, shall be resolved in binding arbitration under the authority of the Arbitration Service of Portland. The arbitration shall be conducted in Portland, Oregon. (Mandatory arbitration, however, shall not impair PG Long's right to lien any property on which PG Long performs work or delivers materials.) The prevailing party in any arbitration proceeding shall be entitled to an award for reasonable attorneys' fees and costs incurred in the arbitration. Without limiting the generality of the foregoing, Buyer will pay all expenses incurred by PG Long to collect any outstanding balances owed by Buyer to PG Long, including without limitation all attorneys' fees, collection agency fees, and related collection costs.
- 9. Authority; Obligation to Pay.** Buyer has the authority and power, and is authorized to execute and deliver this Work Agreement. Buyer certifies that its requests for Work Orders have been authorized by the property owner, and Buyer is jointly and severally liable with the property owner for all amounts due PG Long under any Work Order.

By signing electronically below, I agree that my electronic signature is the legally binding equivalent to my handwritten signature.

PRINT NAME

TITLE

SIGNATURE

DATE



Resident Agreement

PG Long has been scheduled to provide flooring and/or cleaning services in your residence. In order to assist PG Long with an efficient and professional installation or cleaning, we ask for your cooperation in completing the following steps prior to the arrival of our crew:

1. Resident is responsible for moving all furniture and other items (*as described below**) from the floor and walls of the areas where flooring will be installed; as well as clearing the pathways leading to and from those areas. Please move everything to an area of the residence where the flooring is not being installed and are not in the path leading to and from those areas.

**Any and all valuables, knick-knacks and breakable items (large or small), including but not limited to: aquariums, pianos, glass, marble, antiques, expensive, delicate, breakable or irreplaceable items, etc.*

2. While care is taken in the installation of flooring, small nicks, dents and scratches may occur. PG Long will not be held liable for repairs when reasonable care has been used.
3. Resident will remove, or put in a secure place, all cash, jewelry and other valuables from the residence prior to our installation crew's arrival. PG Long will not be held liable for unsubstantiated claims of missing items.
4. Pets should be removed from the residence or restrained in an area where the flooring is not being installed. PG Long will not be held liable for pets getting out.
5. Resident is responsible for disconnecting and moving all electrical equipment and items where the flooring is being installed.
6. Replacing carpet and hard surface flooring is a construction activity. Please cover all electronic items and furniture that will not be removed from the residence during installation. Turn off HVAC to keep dust and residue from transferring to other areas of your residence. Clean all horizontal surfaces the same day the installation is completed and vacuum all carpeted area.

This form must be signed and returned by fax or email prior to installation. If the above requirements are not met, the installation crew will not be able to start the installation.

By signing below, resident acknowledges and agrees with the above terms and requirements. Resident agrees that PG Long will not be held liable for any broken, damaged or missing items resulting from non-compliance.

Resident Name

Resident Signature

Date

Resident Full Address (Street/City/State/Zip)

Resident Contact Number



Credit Card Processing Form

FOR OFFICE USE ONLY:

ACCT ID: _____

SALES REP: _____

Today's Date: _____

Card Number: _____

3 Digit Code: _____

Expiration: _____

Name on Card: _____

Address: _____
(Street/City/State/Zip)

Phone #: _____

Quote(s) # _____

By signing electronically below, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I hereby authorize PG Long LLC to charge my card according to the quote(s) provided.

Signature: _____