



J.O.A.T Construction & Remodels

Nephi Barlow, Owner · Brigham City & Northern Utah
(435) 210-0518 · info@joatconstructionremodel.com
joatconstructionremodel.com

SERVICE
AGREEMENT

Driveway Repair — Customer Service Agreement

This Agreement is entered into by and between the Contractor and Customer identified below.

1. AGREEMENT & PARTIES

AGREEMENT NUMBER

JOAT-DRIV-20260721-66

AGREEMENT DATE

07/21/2026



CUSTOMER FULL NAME

Legal name

CUSTOMER PHONE

(xxx) xxx-xxxx

CUSTOMER EMAIL

name@email.com

BILLING ADDRESS

Street, City, UT ZIP

PROJECT ADDRESS (IF DIFFERENT)

Job site address

Contractor: J.O.A.T Construction & Remodels (“Contractor”), Nephi Barlow, serving Brigham City and Northern Utah. License/insurance documentation available upon request.

2. SCOPE OF WORK — DRIVEWAY REPAIR

Contractor shall perform the following services related to this service category, as further detailed in the written Estimate attached or referenced by agreement number:

- Repair, patching, resurfacing, or replacement sections of driveway as described in the Estimate.
- Surface preparation, joint work, and finish as specified.
- Application of sealcoat if included in the Estimate.
- Reasonable cleanup of work area after completion.

PROJECT-SPECIFIC SCOPE NOTES / ESTIMATE REFERENCE

Describe rooms, measurements, materials, colors, or attach estimate ID...

3. EXCLUSIONS

Unless listed in the Estimate or a signed Change Order, the following are **not** included:

- Underground utility repairs or landscape redesign unless itemized.
- City right-of-way permits or apron work on public property unless included.
- Matching exact color/texture of aged existing concrete (reasonable match will be attempted).
- Damage from heavy equipment, chemical spills, or snow-melt salts after completion.

4. CUSTOMER RESPONSIBILITIES

- Keep vehicles off new concrete for the curing period specified by Contractor (typically 7 days unless stated otherwise).
- Control water runoff and irrigation that may damage fresh work during cure.
- Mark private utilities (sprinklers, dog fence, lighting) before excavation.

5. SCHEDULE

ESTIMATED START DATE	ESTIMATED COMPLETION DATE
mm/dd/yyyy	mm/dd/yyyy

SCHEDULE NOTES

Access hours, occupied home, weather constraints...

6. CONTRACT PRICE & PAYMENT SCHEDULE

TOTAL CONTRACT PRICE (USD)	DEPOSIT DUE	DEPOSIT DUE DATE
\$0.00	\$0.00	mm/dd/yyyy

PROGRESS PAYMENT SCHEDULE

e.g. 30% deposit, 40% at rough-in, 30% on completion

PREFERRED PAYMENT METHODS

Check, card, bank transfer, etc.

WARRANTY — DRIVEWAY REPAIR

Contractor warrants driveway workmanship for twelve (12) months from completion upon full payment. Hairline cracks from normal concrete curing/shrinkage are not defects. Warranty excludes damage from overloaded vehicles, improper de-icing chemicals, tree roots, or ground movement.

7. PAYMENT TERMS

Customer agrees to pay the Contract Price according to the schedule above. A deposit may be required before materials are ordered or work begins. Progress payments are due within **three (3) business days** of invoice unless otherwise stated. Final payment is due upon substantial completion. Late balances may accrue a service charge of **1.5% per month** (or the maximum allowed by Utah law, whichever is less). Contractor may suspend work for non-payment without liability for delay.

8. CHANGE ORDERS

Any modification to scope, materials, schedule, or price must be documented in a written Change Order signed by both parties (email confirmation acceptable). Concealed or unknown conditions discovered during work will be priced fairly and presented before proceeding, except emergency measures to protect the property.

9. SCHEDULE

Start and completion dates are estimates based on weather, material lead times, site access, and Customer decisions. Contractor will use commercially reasonable efforts to meet the schedule and will communicate material delays promptly.

10. PERMITS, CODES & INSURANCE

Unless the Estimate states that Contractor will pull permits, Customer is responsible for required permits and HOA approvals. Contractor maintains general liability insurance and will provide proof upon request. Customer should maintain property insurance. Contractor's workers are covered as required by law.

11. SITE CONDITIONS & CUSTOMER PROPERTY

Customer represents they own the property or have authority to authorize the work. Customer is responsible for marking private utilities. Contractor will take reasonable care but is not liable for unmarked underground lines, pre-existing damage, or normal construction dust beyond reasonable cleanup of Contractor's work areas.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by Utah law, Contractor's total liability under this Agreement is limited to the amounts paid by Customer for the specific scope giving rise to the claim. Contractor is not liable for incidental, consequential, or lost-use damages. Nothing herein limits liability for gross negligence or willful misconduct.

13. DISPUTE RESOLUTION & GOVERNING LAW

This Agreement is governed by the laws of the State of Utah. Parties will first attempt good-faith negotiation. If unresolved, disputes shall be resolved in the state courts of Box Elder County, Utah (or other Utah venue of proper jurisdiction). The prevailing party may recover reasonable attorney fees and costs.

14. TERMINATION

Either party may terminate for material breach after written notice and a **five (5) day** cure period (or immediately for safety/non-payment). Upon termination, Customer shall pay for all completed work, ordered materials that cannot be restocked, and reasonable demobilization costs.

15. ENTIRE AGREEMENT

This Agreement, together with the written Estimate / Scope of Work and any Change Orders, is the entire agreement between the parties and supersedes prior oral statements. If any provision is held unenforceable, the remainder stays in effect. Electronic signatures and PDF counterparts are valid.

16. SIGNATURES

By signing, each party acknowledges they have read and agree to this Service Agreement for **Driveway Repair**.

Customer PRINT NAME DATE mm/dd/yyyy 	Contractor — J.O.A.T Construction & Remodels AUTHORIZED REPRESENTATIVE Nephi Barlow DATE mm/dd/yyyy 
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