



J.O.A.T Construction & Remodels

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

SERVICE
AGREEMENT

Tower & Structural Reinforcing — Customer Service Agreement

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

1. AGREEMENT & PARTIES

AGREEMENT NUMBER

JOAT-REIN-20260721-12

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 — TOWER & STRUCTURAL REINFORCING

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

- Structural reinforcing, bracing, forming, and related labor as specified in the Estimate / engineering direction provided for the Project.
- Installation of steel, concrete, or other reinforcement materials listed in the Scope of Work.
- Field measurements and layout necessary to complete the agreed reinforcing scope.
- Site safety practices appropriate to the work environment and job conditions disclosed by Customer.

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:

- Professional engineering stamps, drawings, or calculations unless Contractor is separately engaged and licensed for that scope.
- Utility locate fees, crane rental, or specialty equipment unless itemized.
- Work on structures not owned or authorized by Customer.
- Remediation of pre-existing structural failures beyond the written scope.

4. CUSTOMER RESPONSIBILITIES

- Provide accurate site access, security clearances, and any required owner/tenant permissions.
- Furnish existing drawings, prior reports, or engineer directives relevant to the work.
- Coordinate shutdowns, lockouts, or operational constraints that affect the schedule.
- Ensure a safe working environment free from uncontrolled hazards not caused by Contractor.

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 — TOWER & STRUCTURAL REINFORCING

Contractor warrants structural reinforcing workmanship for twelve (12) months from substantial completion upon full payment, limited to re-performance of defective workmanship. Structural performance depends on existing conditions, loads, and any engineer design; Contractor is not liable for design deficiencies provided by others or undisclosed overload conditions.

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 **Tower & Structural Reinforcing**.

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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