

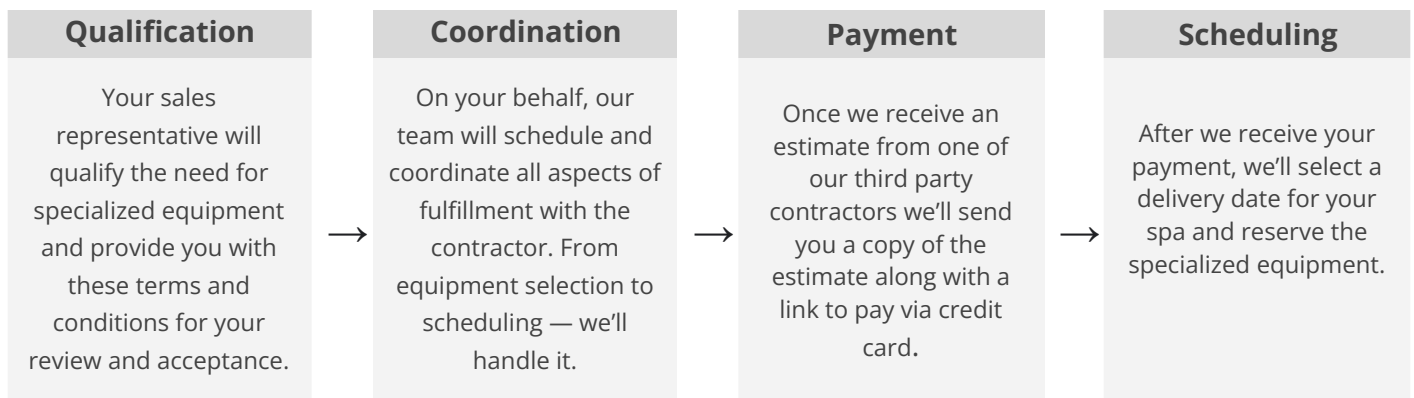
Contractor Services

Bullfrog Spas of Northern Utah

Occasionally, specialized equipment is required to install your hot tub or swim spa. Although the cost of additional equipment is not included with the purchase of your spa, Bullfrog Spas of Northern Utah will happily coordinate with a third party contractor on your behalf. Here's how it works:



How It Works



FAQ

How Much Does A Crane Typically Cost?

Costs vary greatly depending on A.) The size & weight of the spa and B.) The length the crane has to move the spa. C.) The travel time required for the equipment to get to your property. In our experience, it can be as little as \$500, or as much as \$5,500 with an average cost around \$1,200.

How Do The Crane Companies Calculate Costs?

Although it may only take as little as 30 minutes for the crane to move the spa into place, costs are calculated at an hourly rate that include the time it takes for the crane to drive to the property, set up its safety rigging, move the spa, and then to remove its rigging and to drive back home. In addition, other costs may include; mileage surcharges, fuel surcharges, additional counterbalance or cribbing rental and transportation, permitting costs, and labor charges for the signalman and riggers.

Will The Equipment Used Damage My Property?

When heavy equipment is used there is always a risk of cracked concrete, dimpled sod, and other property damages. To help mitigate the risk of damage, Bullfrog Spas of Northern Utah always recommends equipment that avoids contact with your property—although this may mean using a larger, more expensive piece of equipment that can reach the site from the street.

Contractor Services Terms & Conditions

Customer Copy

- 1. Scope**
 - 1.1. By signing this document or a related agreement that requires the use of Contractor Services, the signatory, hereinafter referred to as ("Customer"), and Bullfrog Spas of Northern Utah hereafter referred to as ("Company") agree to these terms:
 - 1.2. Related agreements include but are not limited to; hot tub or swim spa purchase agreements, service calls, or spa moves and other services offered by the Company.
 - 1.3. This policy is designed to outline the relationship, payment terms, and conditions of use of any equipment or professional services that are provided by separate entities from the Company, hereinafter referred to as ("Contractors") who are hired by the Company on behalf of the Customer. Examples of these services include but are not limited to: professional trade services, cranes, boom trucks, forklifts, telehandlers, equipment operators, flaggers, engineers, electricians, and other items not specifically owned, employed, operated, or provided by the Company.
 - 1.4. If any part of these terms and conditions are found to be unenforceable, the remainder of the terms and conditions will remain valid.
- 2. Qualifying The Need For Service**
 - 2.1. Many installations can be completed without the use of specialized equipment. However, the use of specialized rental equipment or professional services may be required for some installations. The Company reserves the right to determine when specialized equipment is required, and what equipment is best suited for the job.
 - 2.2. At the discretion of the Company, a site visit may be required to determine the scope of equipment required. Site visits will first be conducted remotely using either photo or video communications before an in-person visit will be scheduled. In-person visits are not mandatory.
 - 2.3. If required, in-person site visits may incur a trip cost up to \$89 per visit plus mileage at a rate of \$4/mile after the first 60 miles of travel.
- 3. Authorization To Reserve Services**
 - 3.1. Customer authorizes the Company to contact, schedule, and reserve the equipment or services required on their behalf as it pertains to the execution of any related agreements on the Customer's property.
 - 3.2. This authorization remains in effect during the fulfillment of this and future related agreement between the Company and the Customer.
- 4. Right To An Estimate**
 - 4.1. Customers have the right to review an estimate from the Contractor prior to the reservation of the services. Estimates may be delivered either by email or SMS to the Customer.
- 5. Payment For Services**
 - 5.1. Prior to reserving and scheduling the services, Customer agrees to pay the Company directly for the services for the amount listed on the estimate provided by the Contractor.
 - 5.2. Payment for Contractor services must be invoiced and paid as a separate transaction from the related agreement
 - 5.3. Customers may not use Company's financing programs to pay for services relating to Contractors
 - 5.4. If the customer has paid for Contractor Services, but cancels their related agreement prior to the completion of the hired services, the customer will be refunded the amount paid less a 5% administrative fee. Refunds will be issued within 30 days of written cancellation notice and authorization.
 - 5.5. Upon completion of the service, the Company agrees to pay the Contractor for the actual costs of the services.
 - 5.6. Although the estimates provided by Contractors are often close to the actual costs, the final balance is subject to change at the sole discretion of the Contractor contingent upon the actual site conditions, time used, and resources ultimately required to complete the job.
 - 5.7. If the actual costs of the services exceed \$100 more than the estimate, the Company may request an additional payment from the Customer for the portion of overage that exceeded \$100. Additional payments will typically be requested within 30 days of service, but may be delayed subject to the Contractor's invoicing timeline.
 - 5.8. If the actual costs exceed \$100 less than than the original estimate, the Company may refund the portion of the overpayment that exceeded \$100. Refunds will be evaluated and if available, issued to the Customer's original payment method within 30 days of the date of service.
- 6. Customer Accepts Liability For Services**
 - 6.1. Customer agrees to have a representative on site to authorize services and sign all acceptance, liabilities, and terms and conditions required by Contractors before the services are executed on their property.
 - 6.2. The Company strongly recommends the Customer requests and carefully reviews the Contractors terms and conditions before authorizing work on their property.
 - 6.3. Company will not sign for the Contractor's acceptance, liabilities, terms or conditions on behalf of the customer.
- 7. Liability Limitation**
 - 7.1. Contractors are entirely separate entities from the Company and should not be conflated in any legal capacity.
 - 7.2. Company accepts no responsibility or liability for any damages caused to the Customer's property, including the merchandise to be moved or serviced by the Contractor's equipment, employees, or operators.
 - 7.3. The Company does not recommend the use of heavy equipment on the customer's property and accepts no liability for property and landscape damage if the Customer authorizes the Contractor to park, drive, rig, or operate heavy equipment on their property.
 - 7.4. Customers are solely responsible for pursuing any disputes or issues arising from the services provided from Contractors, including but not limited to property damage, landscape damage, contract performance disputes, or financial disputes.
- 8. Contractor Services Are Independent From The Purchase Agreement**
 - 8.1. Contracts with Contractors are entirely separate contracts from the related agreement with the Company.
 - 8.2. Under no circumstances shall a related agreement with the Company be considered invalid if a Contractor does not meet expectations or fails to execute on their contracted work or a dispute arises between the Customer and the Contractor.
 - 8.3. Payment for the related agreement between Company and Customer will be made according to the terms outlined on the related agreement even if the Contractor fails to execute on their contracted work or a dispute arises between the Customer and the Contractor.
 - 8.4. Payment for the Contractor's services should be made regardless of the performance of the related agreement between Customer and the Company.

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Print Name _____

Signature _____

Date _____

I have read and agree to these terms