

# Customer Service Agreement & Terms

The terms under which NEPA-PRO LLC dispatches independent contractor tradespeople to your jobsite. Accepted by your booking, and confirmable in writing.

**Purpose of this document: Establishes the booking relationship between you (the Customer) and NEPA-PRO LLC — service description, scope, exclusions, payment terms, cancellation, customer obligations, and the limits of NEPA-PRO's undertaking. Jobsite safety conditions are addressed separately in NPC-002; indemnification and liability limits are addressed in NPC-003.**

## 1. Parties; Acceptance

**(a) Parties.** This Customer Service Agreement (the "**Agreement**") is between **NEPA-PRO LLC** ("**NEPA-PRO**") and the booking customer identified at Stripe checkout or in the signature block of this document (the "**Customer**").

**(b) Acceptance.** The Customer is deemed to have read and accepted this Agreement upon the earlier of: (i) submitting payment for any booking through tradesmen.nepa-pro.com or any other NEPA-PRO checkout endpoint; or (ii) signing this Agreement. Each subsequent booking by the same Customer is governed by the version of this Agreement in effect at the time of that booking.

## 2. Service Description

**(a) What we are.** NEPA-PRO operates an on-demand skilled trade labor platform that matches vetted independent tradespeople with customers in Northeast Pennsylvania who require labor on a per-engagement basis (half-day, full day, or weekly blocks).

**(b) What we are not.** NEPA-PRO is **not**: a general contractor for the Customer's project; the engineer, architect, or designer of the Customer's project; the employer of the tradesperson dispatched to the Customer's site; the seller of any material installed at the Customer's site (unless explicitly so in writing); or the Customer's licensed trade contractor where Pennsylvania law requires the Customer to hold a separate contract with a licensed professional.

**(c) Independent contractor disclosure.** Every tradesperson dispatched is an independent 1099 subcontractor of NEPA-PRO, vetted under the Subcontractor Master Agreement (NPSA-001) and related onboarding documents. The tradesperson controls the means and methods of work within the booked scope. The Customer does not direct the tradesperson's work product beyond the scope.

## 3. Scope of Services Included

For each accepted booking, NEPA-PRO will: (a) match a tradesperson with the booked trade and skill tier (apprentice, journeyman, or master/foreman); (b) confirm the engagement with the Customer by phone within one business hour of payment; (c) dispatch the tradesperson to the shipping address provided at checkout (the "**Jobsite**") for the booked duration; and (d) provide the Customer post-engagement with a completion report and any required compliance documentation we have on file.

#### 4. Scope EXCLUSIONS

The following are not included in any booking unless expressly added in a written addendum signed by NEPA-PRO and the Customer:

- Engineering, architectural design, or stamped construction drawings
- Permit applications, code-compliance certifications, or interface with authorities having jurisdiction (the "AHJ") beyond simple inspections incidental to the booked work
- Construction materials, fixtures, equipment, or consumables
- Specialty equipment beyond the tradesperson's standard hand tools and PPE — e.g., aerial lifts, forklifts, generators, line trucks, cranes, large compressors, welder/plasma rigs
- Project management, scheduling of other trades, or general-contractor responsibilities
- Removal, abatement, or remediation of asbestos, lead paint, mold, biological hazards, or other regulated hazardous materials — these require specially-licensed contractors
- Warranty on workmanship beyond the warranty in **Section 9** of this Agreement
- 24/7 emergency dispatch outside posted dispatch hours
- Any service in any geography outside the NEPA service area unless mobilization is separately quoted and accepted

## 5. Payment Terms

**(a) Payment up front.** Each booking is paid in full at checkout via Stripe. Card, Apple Pay, and Google Pay are accepted. Promotional codes are honored as posted at checkout.

**(b) Overtime.** Hours beyond the booked block, or any overtime worked at the Customer's request, bill at **1.5x** the rate posted for the booked tier and trade after eight (8) hours in a calendar day or forty (40) in a calendar week. Sundays and federally-recognized holidays bill at **2.0x**. Overtime is invoiced after engagement on the same payment instrument unless the Customer requests a different method.

**(c) Material cost pass-through.** If NEPA-PRO procures any material at the Customer's request, the Customer is invoiced at NEPA-PRO's cost **plus 12% handling**, with documented receipts attached. No procurement happens without the Customer's written approval.

**(d) Late payment.** Any post-engagement invoice not paid within fourteen (14) days bears interest at **1.5% per month** (or the maximum rate permitted by Pennsylvania law if lower). NEPA-PRO may also suspend the Customer's ability to book new engagements until past-due amounts are paid.

## 6. Cancellation and Rescheduling

**(a) 24+ hours before dispatch.** Full refund or fee-free reschedule.

**(b) Inside 24 hours, half-day or full-day bookings.** Non-refundable. The Customer receives a credit equal to the booking amount, valid for ninety (90) days against any future booking.

**(c) Weekly bookings.** May be paused mid-week with at least 12 hours' notice; remaining days roll forward up to thirty (30) days from the original start date.

**(d) NEPA-PRO cancellation.** If NEPA-PRO is unable to dispatch a confirmed booking due to tradesperson illness, equipment failure, or other reason within NEPA-PRO's control, the Customer will be offered a same-week reschedule, a substitute tradesperson, or a full refund — Customer's choice.

## 7. Customer Obligations

For each booking, the Customer shall: (a) provide the Jobsite address accurately at checkout; (b) provide an accurate written description of the project scope through the checkout custom fields; (c) make the Jobsite reasonably ready for skilled work, including basic access, lighting, and the safety conditions covered in **NPCS-002 (Jobsite Safety Attestation)**; (d) provide a site contact reachable by phone during the engagement; and (e) make payment available before dispatch.

## 8. Disclaimers

**(a) AS-IS labor delivery.** NEPA-PRO and the dispatched tradesperson deliver skilled labor at the booked tier. NEPA-PRO does not warrant that the labor will achieve any particular outcome on the Customer's project. The Customer is solely responsible for evaluating whether the work product meets the Customer's needs and for accepting or rejecting the work upon completion.

**(b) No warranty of fitness for a particular purpose.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9, NEPA-PRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**(c) Permit and inspection responsibility.** The Customer is responsible for any permits, inspections, or AHJ approvals their project requires under Pennsylvania law and applicable municipal code, unless explicitly added to the booking in writing.

### 9. Limited Workmanship Warranty

NEPA-PRO warrants that the labor performed under each booking will be free from material workmanship defects for **thirty (30) days** after the engagement's completion date. The Customer's sole and exclusive remedy under this warranty is, at NEPA-PRO's election, (a) re-performance of the defective portion of the work, or (b) refund of the labor cost for the defective portion. To make a warranty claim, the Customer shall notify NEPA-PRO in writing at service@nepa-pro.com within the warranty period, with photos of the defect.

### 10. Force Majeure

Neither party is liable for delay or failure to perform due to causes beyond reasonable control and without the party's fault, including acts of God; severe weather (snow, ice, lightning); fires; floods; civil unrest; epidemic; governmental action; or third-party utility outage. The affected party shall give prompt notice and the parties shall reschedule in good faith.

### 11. Independent Documents

This Agreement is read together with **NPCS-002 (Jobsite Safety Attestation)** and **NPCS-003 (Liability Waiver & Indemnification)**. Each customer-facing document covers a distinct subject; in the event of any apparent conflict, NPCS-001 controls the booking relationship, NPCS-002 controls jobsite safety conditions, and NPCS-003 controls allocation of liability and indemnification.

### 12. Governing Law; Venue

This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws principles. Any action shall be brought exclusively in the state or federal courts of Lackawanna County, Pennsylvania, and each party consents to personal jurisdiction there. Before filing suit, the parties shall first attempt good-faith mediation in Scranton, PA.

**Acceptance via Stripe checkout. Submitting payment through tradesmen.nepa-pro.com constitutes acceptance of this Agreement. Customers who require a wet-signature copy for their records may sign below; this is optional and does not change the legal effect of acceptance via checkout.**

#### CUSTOMER (OPTIONAL WET SIGNATURE)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title (if entity) \_\_\_\_\_

Entity name (if any) \_\_\_\_\_

Date \_\_\_\_\_

#### NEPA-PRO LLC

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_