



MN Garage Door L.L.C.

Terms of Service

Welcome to MN Garage Door L.L.C.,lll your trusted partner for all your garage door needs. We are dedicated to providing exceptional service with a focus on quality, care, and dedication. To ensure a clear and professional relationship with our customers, we have established these Terms of Service.

This document outlines the terms and conditions that govern our services, including estimates, repairs, installations, and warranty policies. It is designed to protect both our customers and our business, ensuring that every interaction is transparent and fair.

By engaging with MN Garage Door L.L.C., you agree to abide by the terms and conditions set forth in this document. We ask that you read and understand these terms thoroughly before scheduling any appointments or services. Your cooperation helps us maintain the high standards of service that our customers have come to expect.

This agreement will be made available for all customers and a signature will be requested during the scheduling process, estimate approval, or upon completion, depending on the scope of the project and how it was scheduled.

Thank you for choosing MN Garage Door L.L.C. We look forward to serving you and ensuring your garage door operates safely and efficiently.

Definitions

Company, we, service provider, refer to MN Garage Door L.L.C. throughout this agreement

Customer, owner, client refer to _____

For the purposes of this Agreement:

“Garage Door” Refers to the complete assembly and components which includes: panels, track, hinges, rollers, brackets, bearings, shaft, fasteners, and a counter balance system such as torsion or extension springs.

“Opener”, “Operator” Consists of a motor/head unit, safety sensors, wall button remotes and chain or belt rail assembly.

“Frame” Consists of the jambs, header, and surrounding support structure of the garage door opening. It’s crucial for the door’s installation and function.

**See DASMA Technical Data Sheets (TDS) #160 and #350 for more information on Garage Door and Operator Terminology.*

Scope of Work

MN Garage Door L.L.C. is a specialized provider of overhead garage door installation and service.

Provides two main services,

Service of an existing garage door and/or operator

Performing services and repairs on an existing garage door or operator for the customer in order to restore, maintain, or improve the safe function of the garage door system

Installation of and new garage door and/opener

This covers the installation or replacement of the entire garage door and/or opener, as well as the tear down and removal of current fixtures.

Service process:

MN Garage Door will render services in accordance with the following.

- MN Garage Door L.L.C. will put together an estimate based on the customer's needs and requests. The customer's approval may be required in order to forward with the project.

- Estimates may be delivered electronically and/or verbally. Approval may be requested electronically and/or verbally. This does not change the validity of this agreement.
- Multiple options may be listed in the estimate, it is the customers responsibility to make the selection based on their own needs.
- Items listed in the estimate have been deemed necessary or beneficial for the safe and proper operation of the clients garage door or operator.
- All materials procured by MN Garage Door L.L.C. are property of the company and will remain as such until the completion of the installation, except for customer-paid deposits (100% of deposit funds are deemed allocated to material costs). All materials for service and installation are provided by MN Garage Door L.L.C. and are new and certified to be free of defects to the best of our knowledge until installation is completed.
- All materials for service and installation are provided by MN Garage Door L.L.C. are new and certified to be free of defects to the best of our knowledge
- Installation and service will follow the manufacturer specifications, local, and international building codes for safety and quality.
- MN Garage Door L.L.C. will perform the services in accordance with the initial estimate to the best of our ability. However, unforeseen variables and circumstances may require us to deviate from that estimate. The final invoice will only have the items completed and may have changes from the initial estimate. All changes greater than \$100 value are to be pre-approved by the customer.
- Operator repairs and installation must be in accordance with UL-325. Operators not in accordance with UL-325 must be brought up to code or replaced altogether. Operators that are unable to meet this requirement will not be serviced or reconnected to new garage door installations.

Additional Work

- MN garage door LLC will perform the services in accordance with the initial estimate to the best of our ability. However, unforeseen variables and circumstances may require us to deviate from that estimate. The final invoice will only have the items completed and may have changes from the initial estimate.
- Should additional repairs be required beyond the initial scope, MN Garage Door L.L.C. will identify and communicate these to the Customer. All changes greater than \$100 value are to be pre-approved by the customer.

- Addendums to the project, including necessary additional work, optional recommendations, or customer requested changes, will be added to the invoice or listed on a separate estimate or invoice prior to proceeding.
- MN Garage Door L.L.C. commits to informing the Customer of any additional requirements as soon as they are discovered.
- The initial estimate, as of the date it was originally drafted, reflects a thorough assessment of the project's scope. MN Garage Door L.L.C. strives to limit the likelihood of add-ons, but will maintain transparency should they be necessary.

Teardown and Disposal

- MN Garage Door L.L.C. will handle the teardown and disposal of the existing garage door and related materials being replaced. (e.g. springs, cables, etc.)
- Customer authorizes MN Garage Door L.L.C. to remove and dispose of these materials.
- It is understood that once these materials are removed from the property, they will not be returned to the Customer.
- The uninstallation process is inherently damaging to the materials being removed. Most of these materials are designed for one time installation and have a limited life. For this reason any uninstalled materials will not be left with the customer and we will not be liable for any injuries or damage caused by attempting to use these materials.

MN Garage Door Responsibilities

- MN Garage Door L.L.C. will deliver all items listed on the final invoice.
- MN Garage Door L.L.C. is responsible for maintaining all proper license registration and insurance during the term of this agreement.
- MN Garage Door L.L.C. is responsible for the safety and well-being of the technician. The customer will not be accountable for any injuries that may happen through the course of the installation.

Customer Responsibilities

- **Clearing the Work Area:** The Customer is responsible for ensuring that the garage area is cleared out to at least 10 feet behind the door to facilitate safe and efficient installation. Any items

left in this area will be at risk of being damaged, MN Garage Door will not be responsible for items in this area in the event they are damaged. Excessive clutter can impede or delay service

- **Providing Access:** The Customer must provide MN Garage Door L.L.C. with access to the property on the scheduled service or installation date(s).
- **Communication of Additional Needs:** Any additional needs or requests related to the garage door installation should be communicated to MN Garage Door L.L.C. by the Customer in a timely manner. The Customer agrees to promptly raise any concerns or issues they notice during the service as soon as detected.
- **Availability During Service:** The Customer agrees to be available either by phone or in person at the property during the Service process for any necessary input or decision-making.
- The customer agrees to not take any action that will knowingly disrupt the garage door service.
- **Installation Process Acknowledgement:** The Customer understands and acknowledges that garage door service is inherently loud and disruptive, often generating dust and sounds above 90db. The Customer agrees that there are no expectations for MN Garage Door L.L.C. to limit these typical disruptions associated with the service process.
- Customer is responsible for making payments as detailed in the Payment Terms section of this Agreement.
- The Customer is responsible for maintaining their own safety and the safety of their dependents during the service. The Customer understands that garage doors can be dangerous, construction sites pose numerous hazards, and that they will not hold MN Garage Door, responsible for any injuries they get if they so choose to be on the worksite.

Limitation of Responsibility

- **Sealing and Gaps:** MN Garage Door L.L.C. is not responsible for ensuring a water and/or airtight seal around the perimeter of the installed garage door. Gaps may occur due to foundational or framing irregularities. MN Garage Door L.L.C. agrees to install as best as possible to ensure the best seal.
- **Structural Issues:** MN Garage Door L.L.C. is not liable for rectifying any foundational issues or problems with the existing structure of the property.
- **Assessment of Installation Structure:** MN Garage Door L.L.C. conducts necessary assessments to ensure the structure where the garage door will be installed is sound and will not adversely affect the door's functionality. However, our responsibility does not extend to foundational or structural repairs.

- **Post-Installation Structural changes:** Any foundational and/or structural shifts that occur after the installation of the garage door are outside the scope of our responsibility. As such, MN Garage Door L.L.C. cannot be held liable for the consequences of such shifts on the garage door's performance or integrity.
- **Unattended Materials:** In the event that installation materials are left in the possession of the Customer without oversight from MN Garage Door L.L.C. the Customer will be responsible for any damage or theft of these materials. MN Garage Door L.L.C. will not leave materials unattended at the Customer's property without their explicit approval.
- **Customer Provided Materials:** MN Garage Door L.L.C. Will not be responsible for the condition, functionality, or longevity of any materials purchased or provided by the customer or any third party. No warranty will be provided on these materials. MN garage door LLC will take steps to minimize the likelihood Of installing a defective or incorrect part that has been provided by the customer and we reserve the right to refuse the usage of any materials provided by a customer. MN Garage Door highly recommends only using materials provided by us in order minimize the likelihood of faulty or Incorrect parts and maximize warranty coverage.
- MN Garage Door L.L.C. is not responsible for any unintended consequences of their services, including but not limited to nails in tires, removal of drywall, or other incidental damages that may occur during or after the performance of our services.

Payment Terms

- An invoice will be generated upon completion of the services outlined above. Payment will be due upon receipt of the invoice.
- A 50% deposit will be required for large repairs, repairs scheduled at a later date, or repairs requiring special order parts.*
- **Remote clients:** In the event a customer will not be on site for the duration of service, a credit card on file will be required before the service will be rendered. \$75 deposit at the beginning of the service, remainder will be charged upon the completion of the services
- **Service Estimate Fee:** MN Garage Door L.L.C. charges a \$39 fee for providing a service estimate. This fee covers the cost of our technician visiting your location to assess the condition of your garage door and prepare a detailed quote for any necessary repairs or services. If you decide to proceed with the recommended repairs, the \$39 service estimate fee will be waived. However, if you choose not to proceed with any repairs or services, the \$39 fee will be charged.
- Free estimates are available exclusively for new door installations, opener installations, or section replacements. If the appointment is scheduled as a service, the estimate will not be free, even if you request a door estimate while we are on-site. Repair estimates will incur a charge, even if the appointment was initially scheduled for a door estimate.

- **No-Show/Cancellation Fee:** If a scheduled appointment is not canceled with at least 24 hours' notice or if the customer fails to show up for the appointment, a \$75 no-show/cancellation fee will be charged. This fee is to compensate for the time and resources allocated to the missed appointment.

Late Payment Fees, Penalties, and Enforcement

Any invoice not paid within the terms of this agreement will incur fees and penalties. MN Garage Door L.L.C. May pursue legal actions for any outstanding balances or unpaid invoices.

Grace Period: There will be a 5-day grace period beyond the invoices due date before any late fees are applied.

Initial Late Fee: A \$25 late fee will be added after the 5-day grace period.

Subsequent Late Fees: After the initial late fee, a 5% late fee or \$25 (whichever is greater) will be added 30 days after the invoice was due and every 30 days thereafter (compounded).

Payment Reminder Notices: May be provided by MN garage door to let you know your account is past due or about to incur late fees. These reminders are a courtesy, not receiving a payment reminder will not affect our payment enforcement procedure and your account will still incur late fees in accordance with this agreement.

Service Suspension: No further services will be rendered until the initial invoice is paid, regardless of the grace period. We

Warranty Repairs and Past Due Balances: Warranty repairs will not be made to any customer with a past due balance. Once the late payment is made, the warranty will remain in effect according to the initial invoice and MN Garage Door L.L.C. warranty procedures.

Extremely Delinquent Payments and Warranty: For the first 15 days of delinquency, the warranty will remain unchanged. After 15 days, the warranty period will be reduced by 25%. After 30 days, the warranty period will be reduced by 50%. After 45 days, the warranty will be void in its entirety.

Terms of Service Acknowledgment

MN Garage Door L.L.C. is committed to providing the highest quality service and customer care. To ensure a clear understanding and mutual agreement, we require that all customers read and comprehend this document in its entirety before scheduling any appointments, whether for estimates, service, or installation.

By scheduling an appointment with MN Garage Door L.L.C., you acknowledge that you have read and understood the terms of service outlined in this agreement. It is your responsibility to adhere to these terms to ensure a smooth and satisfactory service experience.

Thank you for choosing MN Garage Door L.L.C. We look forward to serving you with quality care and dedication.

Name _____ Date _____