

## **Terms of Service**

Effective Date: January 1, 2025

Company: Heritage Renovations of New Jersey LLC

Website: [www.HeritageReno.com](http://www.HeritageReno.com)

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### **1. Acceptance of Terms**

- a. These Terms of Service (“Terms”) govern access to and use of HeritageReno.com (the “Site”) and the services provided by Heritage Renovations of New Jersey LLC (“Heritage Renovations,” “we,” “us,” or “our”). By accessing this Site, submitting inquiries, or engaging Heritage Renovations for services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not use the Site or engage our services.
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### **2. Scope of Services**

- a. Heritage Renovations operates as a licensed and insured general contractor and construction management company. We provide project oversight, including but not limited to:
    - i. Pre-construction planning and permitting
    - ii. Budgeting, cost control, and scheduling
    - iii. Subcontractor coordination and project supervision
    - iv. Quality assurance and compliance oversight
    - v. Residential renovations and improvements
    - vi. Commercial buildouts, tenant fit-outs, and municipal projects
  - b. All services are subject to written agreements executed between Heritage Renovations and the client. Nothing on this Site constitutes a guarantee of services, pricing, or availability until confirmed in writing.
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### **3. Lead Collection, Proposals, and Contracts**

- a. Users may submit project leads through online forms, phone calls, text messages, or email.
- b. Proposals may be provided electronically and may be revised or withdrawn at any time until formally accepted.
- c. Contracts are executed using secure third-party electronic signature platforms. By signing electronically, you consent to the enforceability of such signatures under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the New Jersey Uniform Electronic Transactions Act (UETA).
- d. No project shall commence without a duly executed contract.

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#### 4. Payments

- a. Payments are processed through secure third-party platforms. Heritage Renovations does not store or process payment information directly.
  - b. You are responsible for ensuring that funds are available and that your payment method is valid.
  - c. Heritage Renovations is not liable for delays, errors, or breaches within third-party systems.
  - d. Payment terms, milestones, and schedules will be set forth in the executed contract.
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#### 5. Financing Options

- a. Residential clients may have access to financing up to \$100,000, subject to approval. Financing is offered through third-party providers, not Heritage Renovations. Terms, interest rates, and approvals are determined solely by the financing entity.
  - b. Important Disclaimers:
    - i. Heritage Renovations is not a lender and does not guarantee approval or specific terms.
    - ii. Financing is optional and subject to credit review.
    - iii. Promotional descriptions of financing as “affordable” or “flexible” are not binding promises and are marketing descriptions only.
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#### 6. No Professional Advice

- a. Information provided on this Site or in communications is for general informational purposes only and does not constitute professional legal, financial, design, or engineering advice. Clients should consult independent professionals before making decisions.
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#### 7. Warranties and Disclaimers

- a. Except as expressly provided in a signed contract, Heritage Renovations makes no warranties, express or implied, regarding its services, including warranties of merchantability, fitness for a particular purpose, or non-infringement.
- b. All proposals are estimates. Project conditions, materials, and regulatory requirements may cause changes.

- c. Timelines and budgets are goals, not guarantees, unless expressly stated in a signed contract.
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## 8. Limitation of Liability

- a. To the fullest extent permitted by law:
    - i. Heritage Renovations shall not be liable for incidental, indirect, consequential, punitive, or exemplary damages.
    - ii. Heritage Renovations' liability, whether in contract, tort, or otherwise, shall not exceed the amount actually paid by the client under the applicable written contract.
    - iii. Heritage Renovations shall not be responsible for delays caused by weather, supply chain issues, labor disputes, regulatory changes, or other causes beyond its control.
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## 9. Client Responsibilities and Indemnification

- a. Clients agree to:
    - i. Provide accurate information regarding property conditions and project requirements.
    - ii. Maintain safe and lawful site conditions.
    - iii. Secure any necessary consents from property owners, tenants, or associations.
  - b. Clients shall indemnify and hold harmless Heritage Renovations, its officers, employees, and subcontractors against claims, damages, or expenses arising from client actions, omissions, or breaches of these Terms.
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## 10. Insurance

- a. Heritage Renovations maintains liability and contractor's insurance as required by New Jersey law. Proof of insurance is available upon request.
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## 11. Intellectual Property

- a. All content, logos, and materials on this Site are the property of Heritage Renovations. They may not be copied, reproduced, or distributed without written permission.
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## 12. Dispute Resolution

- a. These Terms and any related disputes shall be governed by the laws of the State of New Jersey. Venue shall lie exclusively in the courts of Essex County, New Jersey.
  - b. Optional (if desired): Before initiating litigation, parties agree to attempt mediation in good faith under the rules of the American Arbitration Association.
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## 13. Modifications to Terms

- a. Heritage Renovations reserves the right to update or modify these Terms at any time. Changes will be posted to this Site with an updated effective date. Continued use of the Site constitutes acceptance of revised Terms.
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## 14. Severability

- a. If any provision of these Terms is found invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.
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## 15. Entire Agreement

- a. These Terms, together with executed contracts for services, represent the entire agreement between you and Heritage Renovations regarding the use of the Site and related services.
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## 16. Contact Information

For questions regarding these Terms, contact:

Heritage Renovations of New Jersey LLC  
623 Eagle Rock Ave., Suite 345  
West Orange, NJ 07052  
Email: [Service@HeritageReno.com](mailto:Service@HeritageReno.com)  
Phone: (908) 346-7909