

Terms of Service

Effective Date: October 2025

Please read these Terms of Service ("Terms") carefully before accessing or using any services provided by **Jolly Junk, LLC** ("Jolly Junk", "we", "us", "our"). These Terms govern your ("you", "user", "customer", or "client") access to and use of our services, website, and any related applications, tools, or communications (collectively, the "Service").

By accessing, booking, or using our Service, you acknowledge that you have read, understood, and agree to be legally bound by these Terms. If you do not agree with these Terms, you may not use our Service.

1. Legally Binding Agreement

These Terms, along with our Privacy Policy, constitute a **legally binding agreement** between you and Jolly Junk. Acceptance of a quote—whether in person, online, by phone, or via electronic communication—constitutes your full acceptance of these Terms.

All service quotes provided are firm unless stated otherwise and are based on the accuracy of the information you provide. These Terms are binding as if signed in writing and are enforceable under applicable state and federal laws.

2. Waiver of Liability

By using our Service, you agree to **release Jolly Junk**, its employees, contractors, agents, affiliates, owners, and officers from any and all claims, damages, or losses arising from:

- Damage to any **real property**, including homes, driveways, curbs, walkways, landscapes, lawns, fences, or structures due to truck access or labor activity.
- Damage to **personal property**, including vehicles, furniture, appliances, or other items, whether inside or outside the premises.
- **Inaccessibility, overweight, or unsafe positioning** of items (e.g., located in attics, crawl spaces, behind barriers) which could result in damage during removal.
- **Lost, stolen, or missing items** during or after services rendered.

You agree that you are solely responsible for identifying, securing, and removing any items of value or personal importance prior to service. Jolly Junk shall not be liable for the condition or presence of any property post-removal.

You further affirm that you have legal authority and permission to request the removal or demolition of any items or structures located on the serviced property.

3. Service Orders and Payments

3.1 Purchasing Services

By placing an order for any of our services, you:

- Represent that you have the legal authority to authorize the work and make payment.
- Agree that all services are payable in full at the time of service completion unless explicitly agreed upon in writing.

3.2 Accepted Payment Methods

We accept the following forms of payment:

- Cash
- Check (subject to clearance)
- Credit/Debit Cards (subject to a 3% processing fee)
- Venmo, PayPal, Cash App (subject to terms of respective platforms)

A **\$25 fee** will be applied to all **returned checks or failed transactions**.

3.3 Authorization

Verbal or written authorization to process a payment is legally binding. Cardholders must have legal authority to use the payment method submitted.

3.4 Late Payments and Property Liens

Invoices not paid within **30 calendar days** are subject to collections and may result in a **mechanic's lien** or **legal claim** against the serviced property. You affirm that you are authorized by the property owner to approve such services.

4. Pricing and Adjustments

Prices listed on our website or marketing materials are estimates and are **subject to change** at any time without notice. Final pricing is determined after an **on-site assessment** or based on information provided.

You agree that **inaccurate or incomplete descriptions** (e.g., undisclosed stairs, heavy or hazardous materials, additional items) may result in **price adjustments**.

Pricing includes labor, transportation, and disposal unless otherwise noted. Additional services beyond the original scope are subject to additional charges.

5. Cancellations, Rescheduling & Refunds

- Clients may reschedule an appointment **at no cost**, provided at least **24 hours' notice** is given.
- Cancellations made **less than 24 hours** before the scheduled service may be subject to a **\$50 cancellation fee**.
- Refunds (if applicable) are issued at our sole discretion and may be processed via **check or electronic payment** method.
- By scheduling with Jolly Junk you agree to these terms.

Jolly Junk is not liable for service delays caused by external factors, including but not limited to: inclement weather, traffic, equipment failure, labor shortages, or access restrictions.

6. Use of Service & Conduct

You agree to:

- Provide accurate, complete, and current information when scheduling service.

- Ensure access to the property and items to be removed.
- Refrain from threatening, abusive, or inappropriate behavior toward any Jolly Junk personnel.

We reserve the right to refuse or terminate service for any customer at our sole discretion, particularly in cases of suspected fraud, safety concerns, or abusive conduct.

7. Third-Party Services

We may use third-party payment processors or service partners. By using our Service, you consent to the sharing of relevant personal and financial information to such third parties in accordance with our Privacy Policy.

We are not responsible for the content, privacy practices, or services of any third-party websites or vendors. Use such services at your own risk.

8. Intellectual Property

All content provided by Jolly Junk—including logos, images, text, pricing structures, and website content—is protected by copyright, trademark, and other applicable intellectual property laws.

You may not reproduce, republish, distribute, or exploit any materials without prior written consent.

9. Indemnification

You agree to indemnify, defend, and hold harmless **Jolly Junk** and its affiliates, contractors, officers, employees, and agents from and against all liabilities, damages, claims, expenses, and losses (including attorneys' fees) resulting from:

- Your use of the Service
- Violation of these Terms
- Misrepresentation of ownership or authority
- Any claim that content you provided caused damage to a third party

10. Limitation of Liability

To the maximum extent permitted by law, Jolly Junk shall not be liable for:

- Indirect, incidental, consequential, or punitive damages
- Loss of income, profits, business opportunity, or data
- Damages arising from use of our Service or inability to use it

Our **maximum liability** under any circumstance shall not exceed the amount paid by you for the specific service giving rise to the claim.

11. Disclaimer of Warranties

Our Service is provided on an "**AS IS**" and "**AS AVAILABLE**" basis. We do not guarantee that:

- The Service will be uninterrupted, timely, or error-free
 - Any defects will be corrected
 - The Service will meet your expectations
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12. Governing Law & Dispute Resolution

These Terms shall be governed by the laws of the **State of Colorado**, without regard to its conflict of laws provisions.

Any disputes shall be resolved through **binding arbitration** in Colorado, unless prohibited by law, and shall not be brought as a class action.

13. Severability & Waiver

If any part of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force. Our failure to enforce any provision shall not constitute a waiver of that right.

14. Modifications to Terms

We reserve the right to modify or replace these Terms at any time. If a material change is made, we will attempt to provide **30 days' notice**. Continued use of the Service after any changes constitutes your acceptance of the new Terms.

15. Contact Information

If you have any questions about these Terms, please contact us at:

Jolly Junk Removal & Hauling Services

Website: www.JollyJunk.com

Email: JollyJunkCO@gmail.com

Phone: 720-603-5084

Mailing Address: 3205 S. Zuni St. Englewood, CO 80110

16. Entire Agreement

These Terms, along with our Privacy Policy, represent the entire agreement between you and Jolly Junk regarding the use of the Service and supersede all prior or contemporaneous agreements, communications, and proposals.