

SXSB Cancellation Policy

Effective Date: 05-05-2025

This Cancellation Policy applies to all clients who engage the services of SXSB via **SpicoliEnterprises.com**. By booking any project or submitting payment, you agree to the terms outlined below. This policy is legally binding and enforceable.

1. General Overview

- A **booking deposit** is required to confirm any job and is **non-refundable**, as outlined in the **SXSB Booking Policy** and **Terms & Conditions**.
 - Projects are booked for specific time slots and resource allocations. Last-minute cancellations disrupt business operations and cause financial loss.
 - This policy ensures fair compensation for time, materials, and labor already invested.
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2. Cancellations Before Work Begins

- If a client **cancels a project before work has started**, the **initial deposit will not be refunded**.
 - This deposit covers:
 - Scheduling and reserved labor hours
 - Pre-purchased materials
 - Fuel and administrative overhead
 - Clients may request a reschedule instead, subject to availability, per the Booking Policy.
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3. Cancellations After Work Has Started

- If a client **chooses to cancel a project after work has commenced**, the following conditions apply:
 - **All material costs** incurred by SXSB **must be reimbursed in full**.
 - An additional labor charge of **\$100/hour per worker** will be billed for **every hour spent on the job site**, including:
 - Time worked by **Sean Beaton**
 - Time worked by any **SXSB subcontractors or personnel**
 - Time calculations are based on total **onsite working hours**, not just active labor.
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4. Invoicing & Payment

- A cancellation **invoice will be issued the same day** the client notifies SXSB of their intent to terminate the project.
 - The invoice will include:
 - Total labor hours multiplied by \$100/hr per SXSB personnel worker on site.
 - All documented material costs to date
 - Payment is due **48 hours upon receipt**.
 - These terms have been overly simplified to maintain accordance with both Maine and Federal consumer protection laws and are fully understood by the consumer with total compliance. These terms are incontestable, and can not be challenged in the event a cancellation or termination of work arises after both parties have entered a legally binding contract.
 - For more information on your rights as a consumer in the state of Maine, this web page link has been provided for your convenience by Sean Beaton:
(https://www.maine.gov/ag/consumer/law_guide_article.shtml).
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5. Disputes & Legal Action

- If a client refuses to pay the cancellation invoice, **arbitration will commence** on behalf of SXSB to recover all outstanding costs.
 - As stated in the SXSB **Terms & Conditions**:
 - The client **agrees to submit to the legal jurisdiction** of the state and county where SXSB is registered (Cumberland county, Maine).
 - The client **agrees to assume all legal costs and attorney fees** incurred by SXSB, Sean Beaton, and SpicoliEnterprises.com.
 - The client **waives the right to contest** retained deposits or cancellation charges unless fraud or breach of contract by SXSB can be proven. In the event SXSB is proven at fault for either, opposing party agrees the maximum amount of damages in any claim relating to their dispute **cannot exceed the Total Rendered Payment for Services**.
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6. Valid Cancellation Reasons (Exceptions)

SXSB may waive cancellation penalties **only under the following rare, verifiable conditions**:

- Acts of God (natural disaster, house fire, flood, etc).
- Medical emergency of either party, their assigned subcontractor, client, immediate family member, or household member (requires proof).
- Client's property is deemed structurally unsafe to work on by a certified third party.

All other cancellations are considered **client-initiated and subject to full billing** as described above. This section is not intended to limit the common law doctrines of impossibility or impracticability.

7. Final Acknowledgment

By requesting service, booking a time slot, or submitting payment, you acknowledge that you:

- **Have read and understood** this Cancellation Policy.
- **Accept full responsibility** for cancellation charges.
- **Waive your right to legal objection** or dispute except where allowed by law.
- **Assume all financial and legal liability** if cancellation terms are breached.