

TERMS & CONDITIONS

☐☐☐☐ The undersigned agrees to the following terms and conditions of acceptance and payment for all services rendered upon completion of said services and/or materials. By signing page 2, customer acknowledges that they have read and understood all Terms & Conditions set-forth on all pages.

PAYMENT: It is understood that payment is due upon completion of project or upon that which is progress billed.

RETENTIONS: Retentions will not be held unless otherwise agreed upon in writing before commencement of work.

DEFINITIONS: **SCC** = Simple Creations in Concrete, **Collateral Damage** = anything that might become dislodge or broken by other material movement adjacent to working area which cannot be controlled by SCC.

Move-in charge = preparing to arrive with needed material & manpower and/or arriving with needed material and manpower and unable to perform work or need to leave worksite during working hours prior to completion of said work day.

1. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.
2. Any invoices or contract balance there-of not paid upon completion will be assessed 1.5% late fee and interest of 3% per month and will be considered paid when SCC has payment in their possession and has cleared the bank upon which it was drawn.
3. SCC warrants that the material used as specified or equal, and that all work shall be done and performed in a workmanlike manner.
4. SCC must find the job site ready for commencement of our work as we have scheduled it as part of our work week with any or all of the other to follow in suit; inspections, material deliveries, disposal removal etc. etc. Job site ready includes, but is not limited to:
 - a. All vehicles, trash dumpsters, other contractors, debris, any personal items, yard furniture, equipment of any kind & **animal feces** etc. must be removed prior to our arrival on site. (SCC regards animal feces as a health risk to their employees and any client failing to have work area and any adjacent area cleared of any animal feces will be billed an additional **\$100.00** for services rendered and loss time if SCC employee's are needed to remove such waste prior to commencing work.)
 - b. All water for irrigation purposes must be turned off (**24 hours**) prior to our arrival on site (for all areas of said project and any areas of travel to work area) and must remain off for (**24 hours**) after completion of our work to allow for proper curing of materials.
 - c. All areas where work was performed must remain closed to any foot traffic for a minimum of (**24 hours**) and a minimum of (**7 days**) for vehicle traffic after completion of project.
 - d. The condition of the job site must be the same as when the job was bid. Any additional clean up or changes that alter our cost may be billed to the customer as valid additional charges.

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- e. Any increase or decrease in square footage and/or increase or decrease of work will be billed or reduced at a unit cost relative to the contract prior to final billing. (A 5 day grace period is provided for either party affected to assess any changes after payment)
 - f. On removal and replacement of existing concrete, if thickness is more than what was stated in original contract, then customer will be billed accordingly for additional thickness in regards to all assets of project.
 - g. If any unforeseen base or sub grade problems occur customer will be billed accordingly for any additional labor, material and equipment to address the problem.
 - h. Any standing time or delays will be billed as an additional charge that will reflect our actual costs.
 - i. If it is necessary to reschedule any portion of work associated with this contract, then the customer must notify SCC in writing (email & fax are acceptable) at least **(72)** prior of original schedule date. If notice is not received, then the “move-in” charge of at least \$550.00, per move, will be charged for all moves unless otherwise agreed upon in writing.
 - j. If for any reason beyond the control of SCC, an additional move charge should result, it will be at the rate of a minimum of \$550.00 per move unless otherwise agreed upon in writing (email & faxes are acceptable).
5. Simple Creations in Concrete shall not be responsible for the following:
- a. Any water pipes, electrical lines, gas pipes or other misc. items beneath concrete are the client's responsibility to have marked out prior to commencing work. If any water pipes, electrical lines, gas line or other misc. items are broken, as a result of no markings, it will be the responsibility of client to repair. If work is stopped to repair any of the mentioned items and SCC cannot complete the job for that day a move-in charge will be charged to client and amended to the contract prior to payment.
 - b. Minor damage to landscaping & any sprinkler system may be a byproduct of excavating existing concrete & with the replacement of new concrete. SCC considers this collateral damage and will not be responsible for repairs of such items.
 - c. Vibrations from jackhammers can result in weakening or loosening any decorative stone on pillars, walls etc. and/or any tile that may be nearby. This would also be considered collateral damage as SCC cannot control this outcome.
 - d. Vandalism to a project, after SCC has concluded work for the day or has completed the project and has left the premises will be the responsibility of the client to prevent.
 - e. Any damage resulting to the concrete if barricades and/or other means of traffic control are removed or taken down prior to the time stipulated for removal.
 - f. Cracks stemming from saw cuts in concrete before or after they were cut. Home owner acknowledges they were informed of the risks involved in this type of concrete procedure.
 - g. Any damage that is not the direct result of negligence or of the willful misconduct of SCC or any of its employees.

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- h. Any permits, licenses, fees, etc. unless outlined in body of contract.
- 6. Any deviations from the scope of work listed in the preceding that involves additional cost will be executed only upon written orders for same and will become an extra charge over the sum mentioned herein. All agreements must be in writing.
- 7. This agreement is contingent upon any strikes, accidents or delays beyond the control of SCC.
- 8. Signing below on Signature Line authorizes SCC to commence work and signifies that the client has agreed to all the terms and conditions specified on pages 1 & 2 of the **Terms & Conditions**.

CLIENT SIGNATURE: _____

DATE: _____

STREET ADDRESS: _____