

## EAST STONE PAVER COMPANY, INC.

805 SE 15th Street • Deerfield Beach, FL 33441 • Telephone: 954-673-9606 • Fax: 954-428-1208

**Acceptance of this Proposal:** Upon acceptance, this proposal shall become a contract binding upon both the Owner and Contractor and shall be constructed to the laws of the State of Florida.

**Commencing Performance:** After acceptance as provided, the Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence the performance of the contract.

**Excepted Liability:** The Contractor shall not be responsible for damages or delays, either before commencement of or during the said work described herein on account of transportation difficulties, delays or defaults by carriers, or inherent defects on premises in which work is to be done, priorities, war, strikes, accidents, acts of God, acts of terrorism, riots, civil commotion or disorders, fire, sudden rains, storms, windstorms, other casualty or that of other causes beyond its reasonable control. The contractor shall not be responsible for the movement and/or shifting of the sub surface soil and foundation of any structures nor any other activity that may occur that is beyond our control.

**Insurance:** The contractor shall comply with all laws relating to Workers' Compensation in the State of Florida and shall carry all required insurance.

**Damage to Contractor's Work:** The owner shall underwrite on behalf of the contractor the cost of any damage to contractor's work caused by the owner, his agents, and/or contractors or sub-contractors. And in the event of such damage the same shall be repaired by the contractor, and the owner shall reimburse or cause to be reimbursed to the contractor for the same on the basis of cost of labor, materials and expenses plus \_\_\_ % of the total overhead and profit. Such payment shall be made on the 10th of the month following receipt of such statement from the contractor. Owner shall assume the risk of loss or damage resulting from fire, theft, misuses, wind, flood, or from any other cause to materials delivered upon the premises or installed by contractor and owner shall reimburse contractor upon demand for any such loss or damage.

**Changes and/or Alterations:** In the event there are any changes in the drawing and/or specifications from those which the contractor computed the sum of this proposal, or if there is any departure in construction from said drawings, then it shall become the duty of both the owner and contractor, before proceeding with the affected work to compute the additional costs or credit for such changes, and thereby agree upon the sum to be added from the amount set in this agreement.

**Cancellation:** This agreement may be canceled after commencement of the work by the mutual agreement of both parties hereto. Owner will be charged a \$150.00 processing fee if owner decides to cancel the project before commencement of the work.

**Modification:** This contract may not be modified or terminated except in writing and signed by all parties herein. Any attempted waiver of any of the terms of this contract shall not be valid unless in writing and signed by the party against whom the same sought to be enforced.

**Entire Agreement:** This contract, including any exhibits and riders attached, sets forth the entire agreement between contractor and owner and contains all of the covenants, promises, agreements, representations, conditions and understandings. Typewritten or handwritten provision inserted in this contract attached hereto as exhibits or riders shall control all printed provisions in conflict therewith. No statement implied or expressed representation or agreement, written or verbal, not appeared upon the face of this contract shall be binding upon the parties hereto.

**Late Payment:** All sums not paid as due shall bear interest at the maximum rate allowed by law until date payment is received and unless otherwise stated all sums become due and payable upon substantial completion of work. Contractor will retain title until full payment of obligation of indebtedness is met. The purchaser whose name appears on this agreement personally guarantees payment of this contract.

**Credit Cards:** Should the owner use a credit card for payment, the owner shall leave a signed credit card voucher in escrow with contractor. Contractor may use this credit card voucher, after so informing the owner, to pay for any additional charges or expenses.

**Owner Responsibilities:** The owner warrants that he owns the land upon which the pavers are to be installed, or that he has full authority from the owner thereof, or all co-owners, to enter into this contract and the owner will indemnify and hold harmless the contractor in all manners arising on this contract.

The owner agrees to supply the contractor with a current and valid survey of owner's property. Further, the owner agrees to verify the paver's location, dimensions and elevation after it is set by contractor's personnel and accepts full responsibilities for same. Minor variations in dimensions or elevations shall not affect the validity of this contract, nor the owner's responsibility under it.

Unless otherwise stated herein, site preparation including removal or protection of trees, shrubs, or other vegetation, removal of all underground sprinkler, pipe lines, septic tanks, electrical lines or any other objects on the property are the responsibility of the owner.

The owner shall grant the contractor ample access area for equipment, personnel and materials delivered to the site, and shall furnish adequate water and electric power and shall grant the right to store material and debris during the course of construction. The owner assumes full responsibility for clearance damage to anything in the area whether it to be the owner's property or that of a neighbor. The contractor is specifically held free of responsibility of damage to landscaping, sod, shrubs, trees, fences, walls, sprinklers, paving driveways, curbs, sidewalks, septic tanks, sewer lines, or other items above or below ground in the area of access and/or construction. It is agreed that the contractor shall be permitted to perform his work without interruptions or delays or any other acts of negligence caused by the owner or the owner's representative. Efflorescence may form on the surface of the concrete pavers during the first two years of installation. It is caused by the reaction of carbon dioxide in the air and free calcium hydroxide within the pavers and will form a white film on the top of the surface. With further exposure, the efflorescence will be changed to a highly soluble calcium hydrogen carbonate, which will normally be washed away by rain.

Contractor shall not be responsible for any pool leaks or malfunctioning pool lights, pies and electrical systems.

**Personal Property:** The owner agrees that all equipment and materials placed on his property for use in construction will remain the personal property of the contractor until sums due the contractor under his contract have been paid in full.

**Contractor Remedies:** (A.) Owner will be in default if (1) any payment called for under this contract is not paid promptly when due, (2) any agreement made by the owner is not promptly performed, or (3) any conditions warranted by the owner prove to be untrue. (B.) In the event of default by owner, contractor may do any or all of the following: (1) suspend the work and remove its pavers from the premises; (2) remove any of the equipment for use in the construction whether or not it has been installed. In this regard, owner agrees that contractor may enter upon owner's property for the purpose of repossessing such equipment without liability to owner for trespass or any other reason; (3) retain monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner agrees to pay all costs and expenses, including reasonable attorney's fees (including fees incurred in connection with appeals) incurred by contractor in enforcing its rights under this contract and all amounts not paid when due shall bear interest at the highest rate allowed by law. (C.) Owner agrees that no claims may be filed under the warranty until the indebtedness to contractor is paid in full.

Contractor shall not be responsible for any fault due to cracks, discoloration and/or hydrostatic pressure.

In the event any tiles are broken, contractor shall only be responsible for its best effort in matching and installing said tile.

Owner must make all payments as required herein. Surface defect requiring touch up or repairs shall be covered as warranty work and shall in no way alter the payment schedule. Payment held due to touch up or repair work will be considered in default. Furthermore, no warranty work will be performed unless customer has paid full amount of the contract price to contractor.

Owner shall be solely responsible for any footprints and marks created by vehicles, bicycles, pets, animals and/or persons prior to hardening of the sealer and cement.

Due to conditions beyond contractor's control, concrete will not be changed or modified once it has hardened. Any additional leveling or straightening will be charged extra and must be noted at the top of this contract.

Contractor does not warrant the sub-surface or any other item which we did not install and which we have no control over. Since contractor has no control over future traffic, sun exposure, or use, contractor cannot guarantee the shine and coloration of the surface.

Contractor's warranty is limited to the examination and repair of faulty installation caused by defects in material and workmanship to the full dollar value of the area proven defective.

**Unused Materials:** Any unused product remaining at the completion of all work agreed to by this contract shall become the property of EAST STONE PAVER COMPANY, INC.

**Color Variations:** This is a concrete product and there may be variation in color, which is beyond our control. Contractor and owner hereby acknowledge and accept the fact that the product to be installed may vary in color from that displayed on samples. Both parties recognize that there can be color variations due to the product chosen. However, EAST STONE PAVER COMPANY, INC. warrants there will be no color changes beyond those experienced with the industry for this type of work.

Photographs: I hereby authorize EAST STONE PAVER COMPANY, INC. to taking of before and after photographs of work performed which I understand may be used for advertisement.

OWNERS INITIALS \_\_\_\_\_