

Terms & Conditions

1. PARTIES AND SCOPE OF WORK

AG CONCRETE SOLUTIONS, LLC doing business as YOUNGBLOOD WATERPROOFING & CONCRETE SERVICES (hereafter called “Contractor”), shall mean the company performing the Work. “Work” means that specific service(s) to be performed by the Contractor as set forth in this agreement and/or in any agreement between the Contractor and Client. “Client” refers to the person(s) or business entity ordering the work to be done by Contractor and shall be responsible for the payment thereof. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the nature of the work ordered by the Client is adequate and sufficient for the Client’s intended purpose. In performing its Work, the Contractor shall be entitled to rely on the work of third parties, the representations of Client and the public record and shall be under no obligation to verify any of the foregoing. The ordering of additional service and/or materials from Contractor beyond the scope of the Work shall constitute acceptance of the terms of these General Conditions as to such additional services and/or materials.

2. RIGHT OF ENTRY

The Client shall provide rights of entry for Contractor and/or their representatives and necessary permissions for Contractor and/or their representative to complete its services. All working hours are presumed to be normal business hours, 7am-5pm M-F. After hours or weekend work will be priced accordingly and approved by Client.

3. CHANGES

3.1 The price for the Work included in the estimate shall be based on an understanding that all relevant structural members and components are in sound condition. Should any structural members or components be found to be not in sound condition, as determined by Contractor and utilizing generally accepted principles within the industry, or should any conditions arise, which may not have been known or visible at the time the estimate was produced, Client agrees to pay Contractor additional compensation based on Contractor’s normal rates.

3.2 Any alteration or deviation from the scope of work involving extra costs will be executed only upon written change order and will become an extra charge over and above the estimate.

3.3 Client agrees that Contractor has the right to substitute materials with equal or superior quality materials should the materials listed in the description of the work become unavailable for any reason. Contractor has the right to make such substitution without notice to or permission from the Client.

4. SCHEDULING OF WORK

If the Contractor is required to delay commencement of the Work or if, upon embarking its Work, Contractor is required to stop or interrupt the progress of the Work as a result of changes in the scope of Work requested by the Client, to fulfill the requirements of third parties, strikes, accidents or other interruptions in the progress of construction, or other causes beyond the direct control of Contractor, additional charges may be applicable and payable by the Client and the approximate completion date of the Work shall be reasonably extended to take into account the period of delay. Contractor shall not be liable for any damages caused by delay under this Section.

5. CLIENT ADVISORY

The Contractor will NOT be responsible for any interior damages that may occur. Any items that could be damaged from falling debris or dust should be covered for protection. Upon completion of the Work the property will be swept, cleaned and all debris associated with the Work will be removed.

6. TERMINATION

6.1 If either party fails to fulfill in a timely and proper manner their obligations under the agreement, the non-breaching party shall have the right to terminate this agreement by written notice of termination, specifying the effective date thereof, at least two (2) business days before effective date, in which event the Client shall be obligated to immediately pay the Contractor compensation based on the Contractor’s

normal rates for any work completed prior to the effective date of termination, including charges for both labor performed and materials purchased by Contractor prior to such date, in addition to the Contractor's overhead and profit on the portion of the work which remains uncompleted as of the cancellation date.

6.2 In the event Client cancels this agreement more than three (3) business days after the date of the agreement, for any reason not related to Contractor's failure to fulfill in a timely and proper manner its obligations under this agreement, Client shall be obligated to pay to Contractor, as liquidated damages and not as a penalty, a sum of money equal to twenty-five percent (25%) of the contract price, or Contractor's charges for labor and materials provided prior to cancellation, whichever amount is greater.

7. WARRANTY

The Work will be performed in accordance with this agreement, all applicable codes, and generally accepted practices. Workmanship/labor is warranted between Contractor & Client for one (1) year from date of substantial completion. The foregoing warranties and remedies are exclusive and in lieu of all other warranties, remedies, guaranties, and liabilities, expressed or implied, arising by law or otherwise, included, without limitation, the implied warranties of merchantability and fitness for a particular purpose, all of which are expressly excluded. All warranties are void if sums due to the Contractor are not paid in full, or if unauthorized service, alterations, or adjustments have been made to any of the work.

8. PAYMENTS

8.1 Prior to start of work and acceptance of estimate, a 25% deposit is required to secure agreement and begin scheduling of project start date and procurement of necessary materials.

8.2 All payments are due in full, upon receipt, when line-item work is complete and the invoice presented to Client, unless other arrangements are made in writing, agreed to, and signed by both the Contractor and Client. If payments due under this agreement are not paid in full within thirty (30) days of the date such payments are due, Contractor reserves the right to pursue all appropriate remedies, including stopping work with two (2) days prior written notice.

8.3 If at any time an invoice remains unpaid for a period more than thirty (30) days, a service charge of two- and one-half percent (2.5%) per month from the date of original invoice, an effective maximum rate of eighteen percent (18%) per annum, will be charged on past due accounts.

8.4 Timely payment of amounts due under this agreement is a condition of this agreement. Failure to make payments in full within the time limits stated above will be considered substantial non-compliance with the terms of this agreement and will be cause for termination of this agreement if Contractor so chooses.

8.5 In the event a lien or suit is filed by Contractor to collect any amounts owed under this agreement, Client agrees to pay Contractor reasonable attorney's fees, plus all costs and other expenses incurred by Contractor in connection with such lien or suit.

9. LIMITATION OF LIABILITY

9.1 Contractor shall not be liable for damages of any kind which result from fire, flood, strike, third parties, acts of God, acts of terrorism, or by any other circumstances which are beyond the control of the Contractor including, but not limited to, severe weather.

9.2 Contractor's liability for damages of any kind due to breach of warranty, contract, error, omission or negligence or any tort shall be limited to a maximum of the total amount paid to Contractor under this contract. Under no circumstances shall the Contractor be liable for special, indirect, or consequential damages.

9.3 In the event Client desires to make any claim against Contractor, Client shall provide Contractor with written notice of the claim within seven (7) days from the date Client, or its agents, first discovers the claims, or the same shall be barred. Any claims against Contractor brought on this contract, or in any way arising out of this contract, must be filed within one (1) year from the time the cause of action accrued, or it shall be time barred.

10. INSURANCE

Contractor to carry Workmen's compensation and General Liability Insurance on above Work. Client to

carry fire, builder's risk, and other necessary insurance.

11. SEVERABILITY

If any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.

12. ENTIRE AGREEMENT

This agreement constitutes the entire understanding of the parties and no other understanding, collateral or otherwise, shall be binding unless in writing and signed by all parties hereto.

13. CONCRETE DISCLAIMER

Adequate ground conditions are imperative to pour/install concrete. To ensure our concrete services are at the highest quality installation dates are not guaranteed depending on weather and ground conditions.

Control Joints: Control Jointing is necessary to control the cracking of freshly poured concrete slabs. These joints, either by saw cutting or tool jointing (picture framing), are determined by Youngblood Waterproofing and Concrete Services unless otherwise instructed and approved.

Cracking – Even with every effort to avoid cracking with strategic control joints, concrete will inevitably provide some cracking and curling due to shrinkage and weather conditions. Cracking .25 inches or less are not covered under warranty. There are no guarantees against cracking, including shrinkage cracking, hairline cracks, and cracking due to overweight vehicles. Contractor is not responsible for damage caused by water/sprinkler systems underground and the damage they may cause.

Decorative Concrete: Keep in mind when picking out color, decorative concrete samples are shown as an approximate of the final concrete broom finished. Concrete has a natural variation in appearance and may be affected by mixture materials, multiple loads, finishing techniques and weather.

Color Wash / Staining / Sealing – Every attempt will be made to achieve the desired color and look expected by Client. Application process will be done by an experienced Contractor representative. Excessive changes to color and re-applications could incur additional costs. All color washing and sealing must wait a mandatory 21 days minimum after the concrete install and can only be applied when weather permits. Start and finish date are subject to change due to weather conditions or unforeseen circumstances.

14. MOLD DISCLAIMER

This agreement does not include, unless explicitly stated, any mold abatement, removal, or cleaning. If mold is found existing on the premises, any cost to abate, remove, or clean shall be paid by Client as an additional cost. In addition, any warranty given to Client under this agreement does NOT include the cost to abate, remove, or clean mold that may be found on the premises in the future.

