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Service Agreement

This Agreement (Service Agreement), made by and between any and all persons and businesses choosing to retain services, hereinafter called “the Client,” and Floor Rescue, hereinafter called “Floor Rescue,” located in Dallas, TX.

The Client desires to retain the services of Floor Rescue, and Floor Rescue desires to provide services to the Client, under the terms and specifications as provided below;

“Final Approved Estimate” refers to the estimate approved by the Client, which is to be signed and returned to Floor Rescue prior to the start of services.

- 1. Type of Services.** The Client retains Floor Rescue to perform the services as agreed upon per the Final Approved Estimate.
- 2. Duration of Services.** Floor Rescue shall provide the services, as stated in the Final Approved Estimate, to the Client until the project is completed. Floor Rescue will disclose the projected duration of the project to the Client prior to the start of construction. Floor Rescue reserves the right to modify this projection at any time during construction based on the progression of services requested or impeding circumstances (see section 7).
- 3. Payment/Remuneration.** The total cost incurred by the Client is as stated in the Final Approved Estimate. The Client shall remunerate Floor Rescue on a pay schedule as follows unless otherwise stated, required, or requested, in writing by Floor Rescue.
 - 1/2 of total invoice due on the first day of construction 1/2 of total invoice due on the final day of construction
 - a. Deposits.** The Client understands that to secure a date more than two weeks ahead of the scheduled start date, 1/3 of the total invoice may be required as a deposit (with 1/3 due on the first day of construction and 1/3 due on the final day of construction). The Client also understands that Floor Rescue requires a minimum of (3) days notice of cancellation prior to the scheduled start date for the Client to receive his/her deposit back in full. Additional charges may apply to deposit refunds including but not limited to credit card payment refunds.
 - b. Credit Card Payments.** If the Client chooses to remit any or all of the payments via credit card, the Client will add an additional 3% of the credit card payment amount to the amount due, to be remitted at the time of processing the payment.
 - c. Contractor’s Lien.** The Client understands that Floor Rescue retains the right to place a contractor's lien on any property where work is contracted and performed if payment is not made by the terms of this agreement, refused, or delayed beyond a reasonable time-frame, or any other written agreement by the Client, as applicable by state law.

4. Change Orders. At any point during the above stated project, at the Client's request or approval, the above stated payment schedule may be modified due to a change in services requested and preformed after the start of the project. Any changes to the Final Approved Estimate must be presented to the Client within one (1) business day of the request or verbal approval via email or in writing. The Client must confirm via email or in writing all changes to the estimate and payment schedule before the additional work will be started. Any and all signed counterparts of this agreement are considered to be a valid part of this agreement. See sections 6 and 7 for additional points of possible estimate modification.

a. Walk-thru's. The Client understands that bids and estimates provided by Floor Rescue are subject to change at any time, not excluding after the start of the Client's project, if a walk-thru and assessment is not made available prior to submission of the bid or estimate.

5. Independent Contractor Status. It is herewith acknowledged Floor Rescue is independent in nature, and as such retains all rights to control and determination of the manner in which the contractual services are performed.

6. Equipment and Supplies. Floor Rescue shall be responsible for the procurement, cost, and use of all materials, supplies, equipment, and/or additional labor which might be needed or required to complete the requirements of this Agreement, unless agreed upon and included in the bid or estimate, and with exceptions as described in section 7.a.

7. Site Requirements and Existing Conditions. It is the responsibility of the Client to inform Floor Rescue of limiting conditions of the job site within reasonable time prior to the scheduled construction start date. The Client understands that it is his/her responsibility to inform Floor Rescue of these conditions at the job site prior to approval of the final estimate.

a. The Client understands that electricity and running water at the job site are essential to the services provided, and that if the job site is lacking these necessary elements, that additional charges will apply in order to secure them from another source.

b. Client agrees to inform Floor Rescue of site accessibility restrictions, and understands that additional charges may apply if limitations require time constraints including but not limited to overnight construction.

c. The Client agrees that Floor Rescue is not responsible for any costs or wage losses the Client may incur at any time for construction supervision or security.

d. The Client will not schedule another contractor (i.e. painters, plumbers, electricians, etc) to perform work in the designated areas where Floor Rescue will need access on the days Floor Rescue is scheduled to perform work. The Client understands that if Floor Rescue finds their work is being impeded by the presence of other contractors and/or their equipment or materials, Floor Rescue will reschedule and the Client may incur charges including but not limited to that day's total labor wages, per Floor Rescue's discretion.

e. The Client understands that the work performed by Floor Rescue may involve the use of loud equipment, odorous chemicals, and may produce dust.

f. The Client understands that for certain applications Floor Rescue will perform moisture testing of the slab, and additional charges may apply if a moisture barrier is required.

8. Specialized Products. Floor Rescue agrees to only use professional flooring products for the above stated project. However, Floor Rescue is not responsible for any professional products used that may be defective from the manufacturer or supplier without prior knowledge that may affect the outcome of the project.

9. Project Outcome. The Client understands that Floor Rescue cannot make certain guarantees about the

project outcome. The Client understands that there may be inconsistencies (in natural color, aggregate exposure, cracks and holes, etc) in the existing concrete slab. Floor Rescue will do what is within their reasonable power to do what is necessary considering the condition of the slab to attain the desired look of the Client.

- a. Dyes, Stains, and Integral Color.* Floor Rescue cannot 100% guarantee that the exact color or tone expected by the client will be produced by the colorant chosen for the above project due to the concrete's existing condition, if applicable.
- b. Cracks and Holes.* The Client understands that Floor Rescue will do what is in their reasonable power to fill and repair existing holes and cracks on the surface of a concrete slab. The Client understands that this process is not considered a foundation repair, but a cosmetic surface repair aimed only at giving the customer a smooth surface. The Client understands that the holes that may be on the surface of their slab are patched with a polymer-based modified cement using pigments, sand, and other additives to simulate and match as close as possible the existing concrete floor's appearance. Floor Rescue will do what is within their reasonable power to match the patch that they install to the surrounding floor area. Floor Rescue cannot guarantee that the patched areas will match your existing floors' tones, shades, or color.
- c. Concrete Coatings.* The Client understands that due to elements beyond our control (i.e. moisture exposure, seasonal shifts, etc) Floor Rescue cannot guarantee that over time cracks will not appear in concrete overlay and epoxy coatings.
- d. Finished Surfaces.* The Client understands that finished surfaces surrounding the flooring application area may need minor touch-ups. Floor Rescue is not responsible for damage to installed and/or finished cabinetry, base boards, fixtures, etc., however Floor Rescue will do what is within their reasonable power to protect finished surfaces.
- e. Protection.* The Client understands that they are responsible for protecting the unfinished and finished slab from damage. Upon request Floor Rescue will cover the slab or finished floor, and additional charges may apply.
- f. Aftercare.* The Client understands that they are responsible for all aftercare and daily maintenance of their flooring system and assume all responsibility for any damage caused by failure to follow the aftercare instructions.

10. Property Liability. Floor Rescue is not liable for damage to fixtures, appliances, toilets or pedestal sinks, baseboards, doors, furniture, etc that are not removed from the job site prior to the start of the above stated project. The Client understands that Floor Rescue will tape off walls and adjacent floors as a protective measure, however, due to the nature of the services provided, minor touch-ups to walls, door frames, and floor level cabinetry is to be expected, at no obligation or expense of/to Floor Rescue.

11. Graphic Authorization. The Client gives Floor Rescue permission to take photographs and videos of the project at any stage during the project. The Client understands and gives permission to Floor Rescue to use such photos and videos for print and internet advertising and promotional purposes. Floor Rescue will not publish or print any photograph or video taken of the project that includes the Client, or other residents or employees at the project site, unless additional authorization has been given. Floor Rescue agrees not to publish or otherwise divulge specific location information, or include this information within the photograph (such as the exact street address) of any residential project.

12. Warranty. Floor Rescue warrants all labor to be free of any defects in workmanship or installation for a period of one year from the completion date of a system install. Defects in materials are subject to the warranty guidelines as stated in the manufacturer's warranty for the products used. Any flooring systems that prove to be defective in workmanship, and in materials (if applicable), will be repaired at no charge to the Client. In the event that a repair is not possible, Floor Rescue will replace your concrete flooring

system with the same, or equivalent, system. This warranty does not cover effects of traffic and wear, damage due to foundation problems, chemical exposure or preventable damage.

- 13. Taxes.** The Client shall not be responsible for the payment of any federal, state, or local taxes for or on behalf of Floor Rescue, under any circumstances.
- 14. Insurance.** Floor Rescue will carry liability insurance relative to any service that Floor Rescue performs for the Client.
- 15. Successors and Assignees.** This Agreement mutually binds and benefits all heirs, assignees, and successors of both Floor Rescue and the Client.
- 16. Governing Law.** The terms of this Agreement are not in violation of any state, federal, or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.
- 17. Termination.** If Floor Rescue is convicted of any crime or offense, fails or refuses to comply with the reasonable directive of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this agreement, the Client at any time may terminate the engagement of Floor Rescue immediately and without prior written notice to Floor Rescue.
- 18. Severability.** Should any court discover any provision of this Agreement, or any portion thereof held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. Entire Agreement.** This document constitutes the entire agreement between the Client and Floor Rescue. Any and all previous oral and/or written agreements between the parties regarding these issues are herewith superseded.