

HOUSTON GARAGE FLOORS

Office Use Only:
H / M / S

	Heavy Chip Floor Package with Crack Filling & 100% Solids Clear Coat: Grinding floor preparation, crack filling up to 1" wide, light hole filling, General Polymers 100% Solids by Sherwin Williams at 12 wet mils thick (133 sq ft per gallon), a heavy distribution of decorative chips, & Clear Top Coat of General Polymers 100% Solids by Sherwin Williams at 8 wet mils thick (200 sq ft per gallon). If more coating is desired to bring the slab to a smoother finish additional costs will apply. Floors with chips <i>will</i> have a textured finish. The sidewalls of concrete will be coated but will not receive decorative chips on this package. If decorative chips are desired on the sidewalls add the next line item. Front Lip Not Included. Front Section Not Included.	Sale Price \$4.95 Per Sq Ft Discount Packages 2 Car - \$1,695 up to 400 sq ft (Save \$285) 3 Car - \$2,345 up to 600 sq ft (Save \$425) \$4.95 per sq ft thereafter	
	List Price \$5.95 Per Sq Ft 2 Car - \$2,380 up to 400 sq ft 3 Car - \$3,570 up to 600 sq ft	Sale Price with Cash Discount \$4.75 Per Sq Ft Discount Packages: \$1,595 up to 400 sq ft (Save \$305) \$2,395 up to 600 sq ft (Save \$455) \$4.75 thereafter	
	Add Chips to the Vertical Sidewalls on the Heavy Chip Package: \$250 for 2 Car, \$500 for 3 Car, or \$25 per ft with a \$100 minimum for each side.	\$250 - 2 Car \$500 - 3 Car	
	Additional Urethane Clear Coat at 8 mils	\$1.50 Per Sq Ft	
Totals	Deposit 2/3 Required: _____ Amount Due Immediately upon Completion 1/3: _____ <i>Builders may be required to pay 100% in advance. No Amex.</i>	Grand Total -	

- Garage floor and work area should be cleared of all items prior to our arrival to avoid a reschedule fee of \$125.00

LATE FEE: Terms are *not* available; Payment is due when the last coat is applied. A late fee of \$30 (Thirty US Dollars) per day will be assessed for payments not received in full immediately upon completion of the work. I agree to make arrangements to be present and available to make payment for the remaining balance immediately upon completion of the work. If I do not make payment in full at the time of completion of the work, I agree to pay an additional \$30.00 (Thirty Dollars) for each day until the balance (including incurred late fees) is made in full.

LOCK OUT FEE: If I or one of my parties is not present at the agreed upon service time and date, *then I agree to have the garage door open or unlocked or the working area accessible for Houston Garage Floors, Ltd.* If Houston Garage Floors arrives and the working area is not accessible, which results in a delay or postponement of services, I agree to compensate Houston Garage Floors the sum of \$125.00 (One hundred and twenty five dollars.) Furthermore, I agree to pay this "Lockout Fee" in full before Houston Garage Floors returns, starts, or continues service. This "Lockout Fee" will not be added or deducted from the balance due, and is a separate fee to compensate Houston Garage Floors for their lost time, gasoline, payroll, and other expenses associated with my failure to have the working area accessible at the agreed upon time and date. I agree that this "Lockout Fee" is effective throughout the duration of the entire project, and is not limited to the original project start date and time, but will be applied on continued service times, rescheduled times, and any other time and date throughout the project that is agreed upon whether verbally, written, by text messages, emails, or any other communication method including times committed by other parties that represent my behalf at my absence or unavailability.

WORKING AREA SHOULD BE CLEARED OF ALL ITEMS: We respectfully request that the customer make arrangements to have all items removed from the garage floor and the driveway directly in front of the garage prior to our arrival for work. If any items are present in the working area upon our arrival, we reserve the right to cancel this agreement or reschedule work for a later date and time and apply a \$125.00 fee (for loss of time, payroll, gasoline, and other related expenses) which is to be paid by the customer prior to our next scheduled arrival. If at our sole discretion, we deem that we have the capacity to move such items that were left in the working area, and we also choose to move such items to a different location, we can not be responsible for any incidental or consequential damage(s) to the customers property caused by our working or moving efforts such as but not limited to bumps, scratches, theft, drops, the weather, coating, stains, dust, rain, or any other elements, events, or factors.

Coverage Clause: Since all concrete slabs vary in character, flaws, and smoothness, we can not guaranteed that any flooring package, service, product, or installation will yield a completely level surface. Each package offered contains a specific amount of product, if more product is required, then additional costs will incur. Our No Chip floors will not level floors with significant surface character. Each package contains a specific amount of product. More product may be required to level floors with greater roughness.

Tape/Wall Paint Clause: We tape walls, trim, and/or baseboards with painters tape to protect the customers surfaces from the floor coating and to avoid peeling or damaging paint or surfaces upon the tapes removal; however we can NOT guarantee that the paint or surface will not be damaged upon the tapes removal or that the floor coating will not bleed thru the tape. Upon acceptance of this contract, I hereby release Houston Garage Floors from any liability or damage caused by any coating bleeding thru painters tape or damage caused by the removal of painters tape from any surface. *Because painters tape can peel freshly applied wall and trim paint upon its removal, we highly recommend that you wait until after we have installed the floor coating before having your walls painted.* We make these same recommendations for having your floor coating installed before painting your walls at HoustonGarageFloors.com

LIMITED WARRANTY:
 Houston Garage Floors LLC warrants its work against delaminating from the concrete surface for a period of one (1) year from the date of installation, providing the job has been allowed to properly cure per recommended guidelines and the installation has been paid in full when the job was completed. Buyer's exclusive remedy under the warranty contained herein is the patching or the replacement of the affected area at Houston Garage Floors' sole option, within a reasonable time after notice of defect. The express warranties set forth in this contract are in lieu of all the warranties, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Customer agrees that its exclusive remedy and the entire liability of Houston Garage Floors with respect to the specified floor coatings are set forth in this agreement. Houston Garage Floors shall not be liable for the loss of use, loss of time, inconvenience, loss of revenue or any other indirect, consequential, special, or incidental damages, whether based upon breach of the above warranty, breach of contract, negligence, tort, or under any other legal theory. Houston Garage Floors makes no warranties of any kind, expressed or implied, other than as herein expressly provided and Houston Garage Floors specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

CONDITIONS NOT WARRANTED:

Coating failure due to the following:

- (1) Foundation separation.
- (2) Hydrostatic pressure and vapor drive. (Hydrostatic pressure and vapor drive are caused by moisture being present underneath the concrete slab.) Hydrostatic pressure and vapor drive can cause blisters, bubbles, and other effects in the floor coating.
- (3) Sub-surface contaminants (oil or other contaminants that can come up from within the concrete slab) could cause coating failure and/or staining.
- (4) Deficient concrete (concrete that breaks apart) and exhibits reduced integrity, or contains laitance (a weak layer of fine cement and sand on the concrete's surface due to improper concrete finishing).
- (5) Areas where previous coatings could not be removed or where diamond grinding could not properly scarify these areas.
- (6) Damage from improper usage including, without limitation, cuts, tears, scratches and scuffs from sharp objects, indentation damage from rolling loads, improperly casted carts, damage or discoloration from adhesive or floor care products, burns, extended direct exposure to sunlight, excessive moisture, alkalines, mold, or mildew.
- (7) Staining, Fading, Hazing, Tire marks, skids, or stains
- (8) Crack Fill Shrinkage, Sagging, Telegraphing, Impression, or Concrete Movement that Causes Crack Fill Failure

I have reviewed and agree to the work to be performed as specified above. I understand that changes or additions to service, products, or times will result in additional fees. I understand that my deposit is non-refundable, and that the cancellation of service or products will result in my deposit forfeiture. I understand that I cannot touch or walk on the floor for 24 full hours after application. I also understand that the floor coating cannot withstand vehicular or heavy traffic until the 4th day after application. I understand that if the floor coating is prematurely walked on, driven on, or touched, my warranty will be voided. **Temporary** chip loss from the surface should be expected after application. Epoxy is only applied to the garage floor, and not the section of concrete outside of the garage between the top of the front lip at the entrance to the garage and the first expansion joint outside of the garage. There must be a thin section of bare concrete exposed adjacent and parallel with the closure of the overhead door. Decorative chips are only applied to the floor and horizontal surfaces, and are not applied to the sidewalls or vertical surfaces (except on Full Broadcast Chip Floors.) Houston Garage Floors LLC reserves the right to cancel this contract and/or any work, product, or services, at any time. If paying by credit card, I agree to an additional 4% service charge, and I authorize payment to be made in the above amount to Houston Garage Floors, and I agree to the terms and conditions of my cardholder agreement.

Service times and dates are subject to the product specification sheet weather requirements, available at HoustonGarageFloors.com. We do not install epoxy during rain, eminent rain, or high humidity; thus, in the case of such weather conditions your installation may be delayed. Houston Garage Floors reserves the right to give me free upgrades such as chips on the sidewalls on Heavy Chip Floors or thicker/more material at their discretion. Electricity must be available and provided at the expense of the customer inside the electrical outlets that are inside the walls of the garage or room being serviced. If electricity is not available, the cost of providing generator(s) and the cost of fuel will be added to the amount due which is to be paid by the customer. Our coatings have an odor that will linger for a few days. On day 2 windows and doors can be opened for ventilation if so desired in clear weather conditions.

We Do Not Offer Moving Services – Please Have All Items Cleared to Avoid a \$125.00 Reschedule Fee

Signature: _____ Date: _____

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