

TRI-A SOLUTIONS: TERMS AND AGREEMENT

PAYMENT TERMS: 15% of Project Total is due on or before start date. Remaining Balance is due immediately upon completion of project. If payment in full is not received by Tri-A Solutions within 30 days of project completion, to the extent allowed by law, a finance charge of 1.5% per month (18% APR), and \$50/ month processing fee, will be added to the total due.

PROGRESS BILLING: On projects greater than \$25,000 in value, progress billing will occur at pre-determined milestones, and be due on receipt. It is the owner's responsibility to ensure that draws are available at these predetermined milestones.

ATTORNEY'S FEES: In the event Customer fails to pay as required by this Agreement, Tri-A Solutions shall be entitled to recover from Customer any fees or costs incurred by Tri-A Solutions, including reasonable actual attorney fees and collection agency fees, in the demand, commencement, and/or prosecution of collection activities.

GUARANTEE: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices accepted by the American Concrete Institute. Due to factors beyond our control, Tri-A Solutions does not warranty against heaving, settling, scaling, spalling, dusting, or cracking of any kind. Please note: Fiber Mesh may be visible at surface of finished concrete.

LIMITATIONS OF LIABILITY: In the event of delivery beyond curb line, Tri-A Solutions will not assume any liability for damages to curbs, sidewalks, driveways, or lawn. Any damage to landscape by equipment or redi-mix truck while gaining access to the jobsite, will be the responsibility of the Customer. Access to the jobsite is must, and must be maintained by the homeowner, All towing bills associated with inaccessibility will revert to the homeowner. Tri-A Solutions is not responsible for soil conditions resulting in settlement or heaving; underground water issues or foundation leaks; or for damages to concrete resulting from freezing, and/or the use of salt. Tri-A Solutions is not responsible for vandalism or for miscellaneous debris that may fall into concrete while being poured. Tri-A Solutions is not responsible for unforeseen or buried items that may be damaged during completion of contracted work defined by this proposal. Tri-A Solutions does not guarantee any concrete exposed to, and or poured during below freezing temperatures, or concrete poured while using portable heat of any kind.

CONCRETE COLOR: There are many factors that contribute to concrete's final color; color variations can be expected and are normal. Colors shown in our photo gallery, or on any colored concrete or overlay charts, are representative. Variations can be expected due to differences in cement, aggregates, weather conditions, cure time, Blanket kissing and application methods from one job to another. Concrete typically cures to its final color within 30 days.

LANDSCAPING: Tri-A Solutions is not responsible for any landscaping, landscape restoration, or for any incidental damage to existing landscaping including trees, shrubs, bushes, flowers, etc. Repair of ruts from equipment, and landscape restoration along edges of flatwork will most likely be needed and is not included (unless listed as an additional item in Proposal). State Sales Tax Applies to All Landscape Restoration.

AGGREGATE: All Aggregate will be supplied by the homeowner unless otherwise specified in our proposal. Basement interiors and drain tile shall be placed using a rock slinger. If the homeowner opts to supply bulk rock, it will be placed at a T&M rate of \$100 per hour.

Excavation: Tri-A Solutions is not responsible for errors during excavation including but not limited to over dig, under dig, unlevel or improperly daylighted holes. If corrections are needed to adequately start or resume work, they will be billed on a T&M basis at \$100 per hour. On new excavations, a minimum over dig of 4' is required between the banks and foundation walls, in order to provide safe working conditions.

WEATHER PROTECTION: Weather protection including temporary heat shelters, blankets, site dewatering, hot curing methods, Surface retarders, and crushed ice are not included in our proposals. Should these items be needed to provide, they will be completed on a T&M basis.

ALTERATIONS: Any alterations or deviation from proposed specifications involving extra costs will be executed only upon written orders and will be billed at time (\$62/ man/ hour) and materials (our cost + 10%). Removal of materials is bid at maximum of 5" thick, plus the removal of maximum of 6" of old sub-base, (for installation of proper gravel sub-base). Anything exceeding this (or unforeseen) that needs to be removed will be billed at \$100/ hour (plus trucking and dumping fees). This includes the necessary removal of stumps, roots, un-stable clay, mud, or wet earth; that if not removed will prohibit proper sub-base compaction, and lead to cracks in new concrete. Additional gravel or landscape fabric needed to compensate for additional materials removed will be billed at our cost (plus 10%) plus trucking fee. We will not pour concrete on unstable sub-base.

WARRENTY: Any claims for unacceptable work, property damage, clean-up etc. must be made within 15 days of occurrence. Tri-A Solutions is to be notified of these claims by a certified written letter to our remittance address. Tri-A solutions reserves the right to self-perform all corrections deemed valid within 30 days of receipt.

DELAYS: All agreements are contingent upon weather, strikes, accidents, or delays beyond our control. Jobs are scheduled upon receipt of the signed Proposal and Deposit; "first come, first serve". Customer will be notified of an approximate start and completion date. Occasionally, our schedule needs adjusting due to weather, job delays, lack of permits, accidents, employee illness, back ordered material, etc. In such an event, Customer agrees that such delays do not constitute non-performance and Customer will be notified of their projected start date.

INSURANCE: Customer to carry desired homeowners or other insurance. Tri-A Solutions carries general liability and vehicle insurance. Tri-A Solutions is licensed and bonded to meet proper requirements. All employees are fully covered by Worker's Compensation Insurance.

SUB-CONTRACT: Customer agrees that portions of this Agreement may be sub-contracted to another party, including only companies qualified to perform the work set forth in this Agreement, who can perform at the standards of Tri-A Solutions. All subcontractor work will be overseen by Tri-A Solutions staff. In such event, Customer will be provided with the name and address of such subcontractor.

Early Termination: in the event the owner elects to terminate this contract under any circumstances, all work completed work to date will be paid in full upon receipt with an additional 5% penalty fee.

Material Adjustment: In the event of significant delay or increase of material, equipment, or energy occurring during the performance of the contract through no fault of the contractor, the contract sum, the completion of the contract requirements shall be equitably adjusted. A change in price of an item will be considered significant when the price of an item increases 10% between the date of this contract and the date of installation, the amount of the increase shall be capped at 5% of the original budgeted price for this item.

LIEN WAIVERS/ CONTRACTS PROVIDED: Customer acknowledges receipt of a copy of the Agreement prior to the commencement of any work or any payment hereunder and is hereby informed that Customer is entitled to receive lien waivers from all contractors, subcontractors, and material suppliers at or prior to the time final payment is made.

ENGLISH AS PRIMARY LANGUAGE: Customer hereby acknowledges that Customer is not visually impaired and is able to read this Agreement, and that Customer's primary language is English.

LIEN NOTICE: NOTICE OF LIEN RIGHTS: AS REQUIRED BY THE [STATE] CONSTRUCTION LIEN LAW, Tri-A Solutions HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BULDINGS IF NOT PAID. THOSE ENTITLED TO LEIN RIGHTS IN ADDITION TO Tri-A Solutions ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER, OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY (SUCH SIXTY-DAY NOTICES ARE NOT REQUIRED UNDER CERTAIN CIRCUMSTANCES). Tri-A Solutions AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID FOR ANY WORK PERFORMED BY TRI-A SOLUTIONS OR ITS SUBCONTRACTORS.

FORCE MAJUERE: No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party

CUSTOMER RESPONSIBILITY: It is Customer's responsibility to ensure the proposed work is within property lines and approved by zoning. Customer must obtain any necessary permits including building permit prior to projected job start date. Tri-A Solutions will contact 811 a minimum of 6 days prior to start date.

MAINTANENCE: We recommend resealing your concrete every 1-3 years, to maintain the beauty of stamped concrete, and for maximum protection of your investment. Resealing your concrete will help restrict moisture and salt from entering the concrete and potentially damaging the surface. Resealing is a key to keeping your concrete looking great.

REMEMBER: NO SALT! Avoid the use of salt and de-icers, as they will damage the surface of your concrete. Use sand (plain) anytime for extra winter traction. NEVER use salt or de-icers containing ammonium nitrate or ammonium sulfate (such as lawn fertilizers). For further information or if you have any questions about this proposal, please contact Tri-A Solutions at 859-380-0807.

