



SERVICE AGREEMENT

Details of agreed services are listed on the estimate, invoice & work order.

Estimated time of completion will depend on the availability of products, the timely payment of required deposits (if applicable), schedule availability, weather (if applicable), and interruptions caused by the client, their agents, or their other contractors.

Natural stones, woods, and grouts are products of nature. Therefore, variations in color, pattern, texture, and veining must be accepted. These differences and variations in stone should be considered as the beauty of natural surfaces instead of flaws. Individual results may vary based on surface type, usage, products used, and many other variables that will determine the exact outcome of your project. Although we do our best to describe an ideal outcome, there is no way of determining an exact outcome until working on the surface itself.

liquids to seep in and cause stains. This makes maintenance easier and prolongs the lifespan of your floors.

PAYMENTS

- A 50% Non-Refundable Deposit is required for all projects before scheduling.
- Final payment is due on the due date listed on the invoice.
- Accepted payment methods: Checks, Cash, Credit Cards, and Cashier's Checks are accepted. No money orders are accepted. Over-the-phone credit card payments are accepted and may be subject to an additional fee of 3%.
- Late payment by the Client entitles Surface Buff, LLC to charge interest at fifteen percent (15.0%) of the outstanding balance monthly until the balance is paid in full. Interest will start after (5) days after the invoice due date.
- Checks returned for any reason are subject to a \$45.00 returned check fee plus bank charges.
- Make all payments payable to Surface Buff, LLC.
- All payments must be submitted to your Project Manager only.
- Bad deposit checks or credit card chargebacks will automatically be considered as a cancellation unless the amount is repaid PLUS all fees as per paragraph.
- Any overpayments made by the client will be repaid to the client within 30 days of Surface Buff being made aware of the overpayment (through notification by the client, internal discovery by Surface Buff, or otherwise).
- Change orders have an additional fee of fifty dollars (\$50.00) plus any additional labor and supplies necessary to complete the agreed-upon changes.

DISPUTED INVOICES

- Surface Buff, LLC will use commercially reasonable efforts to ensure the accuracy of invoices.
- Surface Buff, LLC will revise any invoice showing an error, voiding the previous invoice sent.
- The client will pay for all undisputed invoiced items as provided promptly and will notify Surface Buff, LLC of any disputed invoice items no later than 5 days after the invoice date, or such invoice will be presumed to be correct. The parties agree to act reasonably to resolve any disputed items.

COLLECTIONS

- Surface Buff, LLC charges an additional \$175.00 per hour administrative fee, plus mileage of \$0.55 per mile and costs for all efforts to collect for non-payment, including but not limited to filing any mechanic's lien, phone calls, letters, e-mails, in-person discussions, invoicing, discussions and/or retaining a collection agency or attorney, arbitration, mediation, deposition, court hearing, or any other attempts to rectify said collection.
- All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of North Carolina or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.
- The non-prevailing party must pay all attorney fees, court costs, arbitration costs, any administrative fees that were agreed upon in writing before a dispute, and fees including but not limited to preparation fees, court reporter fees, travel fees that were agreed upon in writing before a dispute, all expert witness fees, copy fees, private investigator fees, etc.

CANCELLATION/RESCHEDULING POLICY

- Deposits are not refundable at any time due to the cost of supplies, labor, and other fees associated with scheduling each project.
- Rescheduling or Canceling appointments within 30 days of the project appointment will result in no extra costs.

- Rescheduling or Canceling within 14 days of the project appointment will result in 10% of the contracted amount as an added charge.

Rescheduling or canceling within 7 days of the project appointment will result in an added charge of 25% of the contracted amount.

- Rescheduling or canceling less than 7 days before the project appointment will result in a \$175.00 per-hour delay fee, not to exceed \$1,400.00 per day as an added charge.
- Neither party shall be held responsible for any delay or failure in the performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, bad weather, frozen pipes, an act of God, loss of electric out of the control of either party or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. A written notice of the applicable delay must be sent.
 - In the event Surface Buff, LLC's technicians or subcontractors are injured or become ill, a reasonable amount of time will be allotted, or another technician or subcontractor will return to complete the services to ensure the minimal amount of delay as possible. The client will receive written notice of any said issues should they arise and will make every effort to complete the services within a reasonable amount of time.
 - The exclusive remedy available to the Client is for Surface Buff, LLC to return and reinstall materials or repair necessary areas. If the Client or any other agent or contractor modifies the work performed by Surface Buff, LLC, the warranty is void.

TECHNICIAN QUALIFICATIONS

- Surface Buff, LLC technicians, employees, and any subcontractors are qualified to perform the services and will perform the work in a professional manner and will wear Surface Buff, LLC approved work attire and will attempt to the best of their ability not to disrupt the normal activities of the Client.

MATERIALS USED

- All materials used in the performance of the work agreed upon in this contract will meet or exceed applicable industry standards. SDS (MSDS) sheets will be provided upon request for all chemicals used in the performance of the work.
- The use of natural products necessitates variations in color/ design. Surface Buff, LLC is not responsible for deterioration or discoloration caused by abuse, accident, or significant exposure to sunlight.
- The coloration or variation of surfaces is the responsibility of nature and/or the manufacturer of the surface and Surface Buff, LLC is not responsible for color or any variations of surfaces.

USE OF EQUIPMENT

- Equipment may be loud and may cause airborne contaminates. If services are to be performed in an establishment that serves food and/or drinks, no patrons are to be present during the performance of services by Surface Buff, LLC.
- Persons not employed by Surface Buff, LLC do not have permission to use the equipment or supplies owned by Surface Buff, LLC. Any persons operating or using any equipment or supplies of Surface Buff, LLC without written permission will be held responsible and liable to replace/repair equipment and/or supplies. The use of equipment and/or supplies without the written permission of Surface Buff, LLC is a default under this contract and may lead to termination and additional fees.

INSURANCE

- Each party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other party to this agreement from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that Surface Buff, LLC, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents.

RESPONSIBILITIES OF THE CLIENT

- Client will make the work site available to the Surface Buff, LLC technician on the days and times mutually agreed upon and scheduled to complete the items indicated in Section (1) of this contract.
- The client is responsible for all inspections and permits.
- Client, its affiliates, family members, pets, friends, employees or their other contractors must remain off the surfaces to be serviced until Surface Buff, LLC is instructed in writing the availability to re-use the surfaces.
- If the work site cannot be made available, the client will notify Surface Buff, LLC, at least 24 hours in advance.
- Client will always provide access to electrical resources, on-site parking, water, and drains.
- The client will arrange the necessary security at the worksite to ensure Surface Buff, LLC technicians are not interrupted if necessary.
- Client must pay \$175.00 per hour for any delay caused because of time lost due to interruptions from the Client or Client's agents, contractors, visitors, pets, family members, or any other persons at the project location for the client, including but not limited to changing the scope of work, canceling or rescheduling without a written 24-hour notice approved by the Surface Buff Project Manager. (Maximum of \$1,400.00 per full day)
- The client will remove all furniture, fixtures, rugs, or other obstacles from the work site before the work is performed.
- The client is responsible for moving items back. Surface Buff, LLC does not move personal items and is not insured or bonded for moving client's items, but can recommend a third-party contractor if preferred. Surface Buff LLC is not responsible for damaged items in the workspace area.
- Any third-party Surface Buff, LLC recommends for any reason is NOT a responsibility of Surface Buff, LLC, and Surface Buff, LLC, will be held harmless if any action arises from using a third party recommended by Surface Buff, LLC.

- Performing the work may create a mess, including dust. Surface Buff, LLC will leave the project broom clean. The client should expect to do the cleaning once the work is completed. Any re-painting that may need to be done will be the Client's responsibility.
- The client is responsible for removing any people, plants, or pets that may be sensitive to chemicals, noises, or any other nuisances during services. Surface Buff, LLC will not be held liable if the client fails to remove persons, plants, or pets prior to the scheduled date of arrival.

COMMUNICATION

- All notices shall be in writing and shall be delivered in person, via e-mail, by United States certified or registered mail, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery when delivered personally, on written verification of receipt if delivered by overnight delivery, or the date of e-mail or date set forth on the return receipt if sent by certified or registered mail.
 - All communications must go through your project manager only, not any of Surface Buff, LLC's technicians or sub-contractors.
- Communication is essential and key to ensuring you receive your ordered services. If you have any troubles with communications, please get in touch with the office at 919-341-2873 or email admin@surfacebuff.com.
- In the event Surface Buff, LLC is unable to answer the phone, a message must be left by the Client in order to receive a return call from Surface Buff, LLC.

CLIENT INSPECTION OF WORK

- The client has the right to inspect the work to determine that the quality of work is as agreed upon in the contract. This inspection shall take place at the conclusion of the services.
- The Client has up to 1 day to inspect and notify Surface Buff, LLC in writing of any issues with the work performed. Failure to notify of any issues constitutes acceptance.
- Surface Buff CANNOT guarantee the outcome of a surface that has been mistreated, neglected, wrong products used or has any pre-existing issues, or has had other attempts to complete repairs by others prior to or after Surface Buff's services.

PHOTOS, VIDEOS, RECORDINGS

- Surface Buff, LLC reserves the right to take any before, during, and after project photos or videos of the services and surfaces to be used for any business purpose by Surface Buff, LLC. Surface Buff, LLC will not share the Client's personal information without the Client's written consent.
- Surface Buff, LLC at its discretion, may record and monitor phone calls and conversations to keep on file for various purposes including but not limited to note-taking, training, making all parties aware of conversations, desired services, changes, etc. in order to ensure quality and serve the client to its fullest.
- Copies of photos, videos, and recordings can be provided to the Client upon request.

LIMITATIONS AND GUARANTEES

- The following technical explanations and limitations are incorporated by reference: The Marble Institute of America set standards, the Stone and Tile Pros set standards, the Tile Council of North America set Standards, and the American National Standards Institute set standards.
- Surface Buff, LLC warrants that it will perform its services in a scope of work in a skilled and workmanlike manner by its industry standards. Surface Buff, LLC's labor is guaranteed for a period of one (1) year. Any manufacturer's warranties are assigned to the Client EXCEPT as set forth above; Surface Buff, LLC excludes all other warranties, express or implied, including the warranties of merchantability & fitness for a particular purpose.
- The warranty is void if the Client chooses a material other than a recommended product of Surface Buff, LLC.
- In no event shall Surface Buff, LLC be liable to the other or any third party in contract, tort, or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility.

TERMINATION

- If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.
- Surface Buff, LLC reserves the right to terminate this agreement without any penalties in the case of mistreatment or abuse by the client, its employees, or affiliates and the client's insistence on performing services or use of products not recommended by Surface Buff LLC. All parties must try to rectify any situation before termination. Suppose Surface Buff, LLC terminates for unreasonable reasons. In that case, Surface Buff, LLC shall be required to prorate the amount owed in this agreement and only charge for the services performed and any fees associated with changes.
- Client may at any time and for any reason terminate Surface Buff, LLC's services and work at Client's convenience. Upon receipt of such notice, Surface Buff, LLC shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement. Upon such termination, Surface Buff, LLC shall be entitled to full payment of this Agreement and any change orders that may exist payable upon receipt of invoice.

NON-DISPARAGEMENT AGREEMENT

- During the Term and thereafter, the client agrees to take no action that is intended or would reasonably be expected to harm Surface Buff, LLC that will negatively impact its organization, its reputation, products, services, management or employees, and/or subcontractors, or which would reasonably be expected to lead to unwanted or unfavorable publicity to Surface Buff, LLC.
- Nothing herein shall prevent the client from making any truthful statement in connection with any legal proceeding or investigation by Surface Buff, LLC, or any governmental authority.

FINAL AGREEMENT

- This document contains the final agreement between the parties, incorporating all prior negotiations. This contract shall be governed by North Carolina law. Any dispute shall be resolved in the County where the project is located.
- This agreement shall be binding upon and benefit the parties and their respective heirs, legal representatives, successors, and assigns.
- Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action violating any applicable legal requirement that could impose liability on the other party.
- Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this agreement shall not be deemed a waiver of such terms, covenants, and conditions or of any similar right or power hereunder at any subsequent time.
- All matters relating to the validity, performance, or interpretation of this Contract shall be governed by the law of the state in which the Property is located.
- This Contract, including the exhibits and any other documents incorporated herein by reference, embodies the parties' entire agreement and supersedes all prior negotiations, agreements, and understandings relating to the subject matter hereof.
- This Contract may not be amended or modified in any way except by a writing signed by a duly authorized officer of each party. No requirement of this Contract may be waived except in writing, signed by a duly authorized officer of the waiving party.
- Where the context requires, terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.
- Surface Buff reserves the right to refuse services in the event of mistreatment or abusive behaviors by the client, the client's agents, or the client's other contractors.

ACCEPTANCE

By signing below, the client representative confirms they have the authority to approve and accept all terms and conditions of this service agreement. The client agrees to abide by all the terms and conditions set forth by SURFACE BUFF, LLC.

Authorized Signature Title Date

Printed Name

Surface Buff Rep Signature Title Date

Printed Name

Initial ____/____