

Atlas Façade Restoration – Terms and Conditions

1. General

These Terms and Conditions (“Terms”) govern all proposals, contracts, and work performed by Atlas Façade Restoration, LLC (“Contractor”). The “Client” refers to the individual or entity accepting a proposal, issuing a purchase order, or authorizing commencement of work by Atlas Façade Restoration. Acceptance of a proposal, issuance of a purchase order, or commencement of work constitutes the Client’s acceptance of these Terms unless otherwise agreed in writing.

2. Scope of Work

Atlas Façade Restoration shall perform only the work specifically described in its written proposal, quotation, or contract. Any work not expressly listed, including unforeseen repairs, structural issues, or additional access requirements, shall be considered outside the original scope and will require a written change order before commencement. The Contractor shall conduct an initial site inspection to assess conditions and document findings in a report shared with the Client prior to work commencement. Disputes regarding the scope shall be resolved through good-faith negotiation or mediation as outlined in Section 20.

3. Exclusions

Unless expressly stated otherwise in the proposal, quotations do not include:

- Access equipment (scaffolding, swing stages, manlifts, etc.)
- Permits, engineering, or inspection fees
- Repairs to substrate, sealant replacement, or structural work
- Electrical connections or water supply for equipment
- Overtime or off-hours work
- Protection, removal, or reinstallation of signage, lighting, or fixtures

The Contractor encourages Clients to discuss these exclusions during the proposal phase to ensure clarity. The Contractor will assist in identifying permit requirements upon request.

4. Change Orders

Any alteration to the scope, materials, or schedule must be approved in writing by both parties. The Contractor shall submit change orders within five (5) business days of identifying the need, reflecting additional costs and any revised completion dates. The Client shall respond to change orders within five (5) business days. Atlas Façade Restoration reserves the right to suspend work until written approval is received.

5. Site Access and Coordination

The Client shall provide safe, unobstructed access to all work areas, including power and water as reasonably required. “Unsafe conditions” refer to hazards violating OSHA regulations or local safety codes. The Contractor shall notify the Client in writing within 48 hours of identifying delays caused by other trades, restricted access, or unsafe conditions. Additional costs due to such delays shall be documented in a change order. The Contractor is not responsible for delays beyond its control.

6. Working Hours

Unless otherwise specified, all pricing and schedules assume work will be performed during normal business hours (Monday–Friday, 7:00 AM to 5:00 PM). Work performed outside these hours, including weekends or nights, may be subject to additional charges, with rates specified in the proposal or change order.

7. Safety and Compliance

Atlas Façade Restoration maintains a strict commitment to safety and will perform all work in compliance with applicable OSHA regulations, local building codes, and industry standards. If unsafe site conditions are identified, the Contractor shall provide written notice to the Client with proposed remedies, and work will be suspended until hazards are corrected. Any resulting delay is not the responsibility of the Contractor, and costs due to Client-caused delays shall be addressed via a change order.

8. Materials and Standards

All materials shall be of professional, commercial-grade quality and applied per manufacturer recommendations. Equivalent substitutions may be used when original materials become unavailable, provided they meet or exceed project requirements. The Contractor shall notify the Client of any substitutions and obtain written approval before use.

9. Surface Preparation and Existing Conditions

All bids assume substrates are structurally sound, clean, and suitable for coating or repair, as documented in a pre-work inspection report shared with the Client. Atlas Façade Restoration is not responsible for failure of previous coatings, hidden substrate damage, moisture intrusion, or structural deficiencies discovered during work. Any corrective work will be subject to a change order.

10. Weather and Delays

The Contractor shall not be held liable for delays caused by inclement weather, material shortages, acts of God, strikes, or circumstances beyond its control. The Contractor shall notify the Client within 48 hours of delays, and scheduling will be adjusted in good faith as conditions permit. Such delays shall not constitute a breach of contract.

11. Payment Terms

Payment shall be made according to the terms stated in the proposal or invoice. Unless otherwise specified, payments are due net 30 days from the invoice date. The Client may dispute an invoice in writing within ten (10) business days of receipt, and the parties shall resolve disputes through good-faith negotiation. A service charge of 1.5% per month (18% annually) may apply to undisputed overdue balances. The Contractor reserves the right to suspend or terminate work if undisputed payments are not made as agreed.

12. Retainage

If retainage is withheld, it shall not exceed 10% of contract value and shall be released within 30 days of substantial completion, defined as when the work is sufficiently complete for the Client to use the area for its intended purpose, or as otherwise specified by law.

13. Warranties

Atlas Façade Restoration warrants its workmanship to be free from defects for one (1) year from the date of completion, unless otherwise specified in writing. Warranty claims must be submitted in writing within 30 days of discovering a defect. Warranty excludes:

- Normal wear and tear
- Damage caused by improper maintenance, impact, or external forces
- Failures due to substrate movement, structural issues, or moisture intrusion
- Work altered or repaired by others after completion

Material warranties are limited to those provided by the manufacturer.

14. Limitation of Liability

Atlas Façade Restoration's total liability for any claim arising out of its work, including negligence, shall not exceed the total contract price. For cases of gross negligence, the Contractor may be liable for direct damages up to the limits of its insurance coverage. Under no circumstances shall Atlas Façade Restoration be liable for consequential, incidental, or liquidated damages.

15. Insurance

Atlas Façade Restoration maintains comprehensive insurance coverage, including general liability (minimum \$1,000,000 per occurrence), automobile liability, and workers' compensation. Certificates of insurance are available upon request.

16. Cleanup

The Contractor shall maintain the work area in a safe and orderly condition and remove debris and materials upon completion. Final cleanup will be performed to leave the site in a neat, workmanlike state.

17. Ownership of Materials

All materials delivered to the site remain the property of Atlas Façade Restoration until payment is received in full. The Contractor shall provide written notice of non-payment and intent to remove materials, allowing the Client ten (10) business days to resolve payment disputes before removal. The Contractor reserves the right to suspend work for non-payment.

18. Termination

Either party may terminate the agreement for cause if the other materially breaches its obligations (e.g., failure to make payment within 30 days or failure to provide site access) and fails to cure within ten (10) business days of written notice. The Client shall compensate the Contractor for all work completed and materials purchased up to the termination date.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

20. Dispute Resolution and Entire Agreement

These Terms, together with any signed proposal or contract, represent the entire agreement between the parties and supersede all prior understandings, written or oral. No modification shall be binding unless in writing and signed by both parties. Disputes arising under this Agreement shall first be addressed through good-faith negotiation. If unresolved within 30 days, the parties agree to pursue mediation before litigation, with costs shared equally.