



Floor Rescue, Inc

11530 Chairman Dr, Ste 106 - Dallas TX 75243

972.293.4343 - info@floorrescue.com

TERMS OF SERVICE

(Revised - 06/26/23)

THIS AGREEMENT (TERMS OF SERVICE), made by and between any and all persons and businesses choosing to retain services, hereinafter called "the Client," and Floor Rescue, Inc., 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 preceding the start of construction services for which Floor Rescue is being retained to provide.

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 anticipated 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.c. and 7.d.).

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 at scheduling of the project
- 1/2 of total invoice due on the final day of the project

The Client understands that progressive invoicing may be required after the initial deposit.

Payment by cash, check, electronic funds transfer, or wire transfer are preferred.

a. Deposits.

The Client understands that to secure a date for the start of work, that materials must be ordered and paid for prior to the start of work. The Client also understands that Floor Rescue requests a minimum of (3) days notice of cancellation prior to the scheduled start date. Charges against the deposit may apply, including but not limited to the cost of materials or tools purchased for the project, the fees paid for card processing, etc.

b. Credit /Debit Card Payments.

If the Client chooses to remit any or all of the payments via credit /debit card, or using any third-party payment processing, the Client will add an additional 3% (or the amount of the processing fees, if higher than 3%) of the payment amount to the invoice, to be remitted at the

time of processing the payment. Floor Rescue will direct the Client to make card payments through PayPal, and will never ask the Client for their card information and does not have access to that information within the PayPal system.

4. Modification.

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 performed 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, text or in writing. The Client must confirm via email, text or in writing all changes to the estimate and payment schedule before the project will be resumed. Any and all signed counterparts of this Agreement are considered to be a valid part of this agreement. See sections 6, 7.a., 7.b., and 7.d. for additional points of possible estimate modification.

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 labor which might be needed or required to complete the requirements of this Agreement, with exceptions as described in section 7.a., unless otherwise agreed upon and specifically noted in the Final Approved Estimate.

7. Site Conditions /Disclosures.

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. The Client agrees to inform Floor Rescue of site restrictions, and understands that additional charges may apply if limitations require time constraints including but not limited to overnight or weekend construction, unavailability of toilets on site, parking costs, etc.

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 on-site security required by the Client or landlord during the performance of work.

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, 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 conditions unknown at the time Floor Rescue provides the estimate, due to but not limited to the slab being covered with flooring, debris, etc., may result in changes to the system or process necessary (labor and materials), which may require a change order / pricing adjustment.

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 mix design, natural color of cement and aggregates, the presence of 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. Concrete Hardness /Softness.

The Client understands that when diamond grinding services will be used on a concrete slab with a hardness at or over 4000 psi, additional charges will apply. The Client will disclose the slab's psi, if known, prior to the start date of this project. If the slab's psi is unknown, the Client understands that at the close of the first day of this project, Floor Rescue reserves the right to modify the estimate to reflect excessive psi charges on diamond grinding services. Alternately, the client understands that with certain processes, a lower psi, such as 3000, may result in an undesirable aesthetic appearance, and an alternate process may be recommended.

b. Aggregate.

The level of diamond grinding on a project is determined by the floor system and design chosen, but the Client understands that when diamond grinding services will be used on a concrete slab, medium or coarse aggregates may be unexpectedly exposed. The Client understands that Floor Rescue has no control over the color or size distribution of the aggregates.

c. Dyes and Stains.

Floor Rescue cannot guarantee that the exact color or tone expected by the client will be produced by the dye or stain chosen for the above project due to the concrete's existing coloring and type of product and system being installed. Additionally, acid stain relies on a chemical reaction with the lime in the concrete slab and can have unexpected or atypical results.

d. 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 (if included in scope of work listed on Final Approved Estimate). 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. Additionally, with a system that is transparent or translucent on the concrete, the client understands that concrete patch material will not match the surrounding concrete exactly, but will be pigmented or dyed to closely match, so as to not draw attention to it.

The Client also understands that continued cracking of the concrete subfloor, due to external factors such as weather conditions, may occur, that may cause the cracks to appear in the finished floor.

e. Moisture Testing.

The Client understands that Floor Rescue may recommend moisture testing of the concrete prior to, or during the installation of the flooring system due to conditions that may appear. The Client also understands that moisture testing only reveals the moisture content /emissions at that particular time, and does not suggest or guarantee that the results are a constant condition for the slab. Additionally, the client understands that there are several variables that contribute

to the moisture content and fluctuations in the concrete, of which Floor Rescue cannot control (e.g., the presence, absence, or damage to the moisture barrier sheeting installed at concrete placement, heavy or persistent rainfall, drainage pathways around the building or home, etc.).

10. **Liability.**

The Client understands that there are conditions that their property is subject to due to the aggressive nature of the services provided, and understands that there are inherent risks with doing construction projects within a finished space, commercial and residential, including but not limited to the following;

a. *Grinding /Polishing.*

The Client understands that the diamond grinding and polishing process most often involves very heavy & /or aggressive machinery being moved along the concrete surface throughout the area and along the perimeter repeatedly. Floor Rescue is not liable for damage to fixtures, appliances, toilets or pedestal sinks, baseboards, doors, furniture, etc that are not removed from the work area prior to the start of the project. The Client understands that Floor Rescue will tape off walls and adjacent floors and any remaining cabinetry or fixtures as a protective measure, however, due to the aggressive nature of the services provided, minor touch-ups to walls, door jambs, and floor level cabinetry is to be expected, at no liability or expense of/to Floor Rescue.

b. *Dust /Slurry.*

The Client understands that the diamond grinding and some diamond polishing may be done dry or wet, and either dust or slurry will be produced. Floor Rescue agrees to use industrial vacuums appropriate for the size of machine being used, but the Client understands that these vacuums capture a majority of the concrete dust, but will not make it a “dust-free” process. Floor Rescue will do what is in its reasonable power to contain the dust to the work area, but will not be responsible for cleaning items (e.g., furniture, fixtures, personal items, etc.) that are left in or around the work area, unless otherwise stated. The Client also understands that they are responsible for changing out any air filters for the HVAC system in and around the work area, during and after the completion of work.

The Client understands that if a wet grind is necessary or requested, the slurry (concrete dust + water) produced will expose any remaining cabinetry or trim at floor level to water and may cause permanent damage to soft absorbent wood, and will need additional painting or touch-ups, at no expense or liability to FloorRescue. FloorRescue recommends the removal of all wood, trim, baseboards, and toe kicks unable to handle water exposure for this process prior to the start of work.

c. *Tape.*

The Client understands that tape is often applied to walls, remaining trim and cabinetry, etc., to hold plastic /paper, and /or to protect adjacent surfaces from abrasion and product transfer during application, and although appropriate tape is used for the surface (e.g., blue tape for painted walls and trim) the tape may remove the existing paint when taken off at process completion. The Client understands that paint touch-ups should be expected, at no expense or liability to FloorRescue.

11. **Photo & Video Disclaimer.** Floor Rescue reserves the right to use any photograph or video taken at any time at the project site, without the expressed permission of the Client or others present on site. Floor Rescue may use the photographs and video in publications or other media material produced, used or contracted by Floor Rescue, including but not limited to: training resources, brochures, invitations, books, magazines, television, websites, etc. To ensure the privacy of individuals, images that include the Client or others will not be identified using names, personal identifying

information, or residential address. Images including children will not be used or will be edited to obscure their face from recognition. A person who does not wish to have their image recorded should make their wishes known to Floor Rescue prior to the start of work. By hiring Floor Rescue for their services and by failing to notify Floor Rescue of your desire to not have your photograph used, you are agreeing to release, defend, hold harmless and indemnify Floor Rescue from any and all claims involving the use of your picture or likeness.

12. **Warranty.** Floor Rescue covers any defects in workmanship or installation for a period of one (1) year from the date of completion of Floor Rescue's work on site, or the date of substantial completion as determined by the architect of record, if applicable. For details and exclusions, see page 7 of this document for the Floor Rescue Limited 1 Year Warranty.

Generally, Floor Rescue's product manufacturer's warranty against manufacturing defects for up to 1 year and covers only the cost or replacement of the affected material, with some exceptions. You will be provided additional documentation if your system has an extended manufacturer's warranty, and will be notified in advance of the start of work if there are any warranty exclusions for your project.

12. **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.

13. **Insurance.** Floor Rescue will carry general liability insurance relative to any service that Floor Rescue performs for the Client, as well as commercial auto insurance. A certificate of insurance can be provided upon request. While Floor Rescue holds coverage that meets or exceeds our typical commercial requirements, if the Client or Landlord requires insurance coverage in excess of what Floor Rescue currently carries, additional costs to Client may be incurred to secure the adequate coverage. Insurance requirements must be discussed prior to the start of work.

14. **Successors and Assignees.** This Agreement mutually binds and benefits all heirs, assignees, and successors of both Floor Rescue and the Client.

14. **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.

15. **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.

16. **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.

17. **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.



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Limited 1 Year Warranty

Floor Rescue's warranty covers any defects in workmanship, craftsmanship or installation for a period of one (1) year from the date of completion of Floor Rescue's work on site, or the date of substantial completion as determined by the architect of record, if applicable.

Floor Rescue commits to installing only professional grade products according to industry standards as recommended by the manufacturer. Defects in materials are subject to the warranty guidelines as stated by the products' manufacturer, typically 1 year or more. Exclusions may apply. Please request data sheets and warranty literature for the specific system you've chosen for installation.

This warranty does not cover fading, discoloration, or weathering caused by exposure to chemicals or acids such as ammonia, chlorine, bleach, vinegar, or any other harsh cleaning or acidic agents for stained, polished or sealed concrete floors. This warranty does not cover the effects of traffic and wear, nor damage that could be prevented with proper maintenance or care of your concrete flooring system. This warranty does not cover delamination of epoxy coatings, self-levelers, cement toppings, or microtop overlays due to hydrostatic pressure (unknown to user) or moisture problems that arise later due to significant rainfall, unpredictable weather patterns or natural disasters. An extended warranty against moisture-related flooring failures are available with the installation of Ardex or Koster moisture control systems, and are subject to the manufacturer's warranty guidelines.

If you are unsure about the proper maintenance procedures for your particular concrete flooring system, please contact Floor Rescue for those details.

Floor Rescue will repair any of our installed concrete flooring systems that prove to be defective in workmanship according to the manufacturer's installation instructions, at no cost to the client. In the event that a repair is not possible, Floor Rescue will replace your concrete flooring system with a new one of the same or similar composition or price, at no additional cost to the client.

Please contact us at 972.293.4343 or email us at info@floorrescue.com. Floor Rescue will make an assessment and take any necessary action to correct any problems covered by this warranty.

Sincerely,
Jeremy B Redig
President



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Floor Care Guidelines

Proper care and maintenance of your concrete flooring system is essential to preserving its function and beauty. Below you will find general floor care guidelines and tips to help you get the most life out of your floors. Feel free to contact us if you have any questions or concerns about these guidelines.

Sweeping & Mopping

- Sweep floor thoroughly using a soft bristled broom, dust mop or microfiber pad; shake out dust and debris well after each use
- Use a pH neutral cleaning solution* mixed with cool water using a mop or microfiber applicator
 - *such as Zep® Neutral Floor Cleaner - found at Home Depot or Lowe's in the Cleaning /Janitorial dept
 - Follow the manufacturer's dilution and application directions carefully
- Ring out the mop well so that it is only damp –do not allow the solution to puddle on the floor surface
- After mopping with the cleaning solution, rinse the floor thoroughly with clean cool water using a mop or microfiber applicator
- Rinse your mop or microfiber applicator and bucket well after each use

Tips

- Place door mats at all entries from the exterior
- Remove all area rugs, runners, floor mats, etc. when mopping instead of going around them; make sure that the floor is completely dry before replacing them
- Do NOT place any tape on the floors - not even blue tape
- Do NOT use ammonia, bleach, or other harsh cleaning products (such as degreasers, acids, or products containing solvents; acetone, turpentine, etc.) Be aware that many household & commercial cleaning products contain acids or solvents. In addition, common household acids (like vinegar) can damage decorative concrete finishes if allowed to remain on the floor.
- Do NOT allow liquid to stand on your flooring surface for any extended period of time
- Do NOT use hard or stiff bristled brushes or brooms to sweep or scrub your floor surface
- Apply felt pads or rubber stoppers to the bottom of the feet of furniture
- Replace plastic casters on rolling chairs and carts with non-marking rubber /neoprene casters

Finish Maintenance

The frequency that a topical coating (paste wax, sealer, urethanes & acrylic floor finish, etc) or finish will need reapplication or restoration is subject to several variables, including the type of floor system, the amount and type of foot traffic and abuse, exposure to weather elements, as well as how strictly the care guidelines are followed.

Please call us to schedule your restoration, to determine an approximate frequency and cost for your particular floor, or for more information on the maintenance process. These guidelines are essential to maintaining your concrete floor system. However, these guidelines do not guarantee any particular life span for your floor finish. Please contact us if you have any questions or concerns about the maintenance and performance of your floors.