



Castle Railings LLC

440-563-1992 | Lindie@castlerailings.com

TERMS AND CONDITIONS

(FOR ATTACHMENT TO ESTIMATE)

PLEASE THOROUGHLY READ THROUGH CONTRACT.

**BY ISSUING A PURCHASE ORDER OR MAKING DEPOSIT PAYMENT TO START A
PROJECT, YOU AGREE TO THE TERMS SET FORTH.**

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Castle Railings LLC ("Contractor") agree upon the following terms and conditions. The Estimate attached hereto is incorporated herein by reference.

1. CONTRACT DOCUMENTS.

(A) The documents which constitute the entire Agreement of the parties, consist of the following:

- (i) these Terms and Conditions;
 - (ii) the Estimate attached hereto; and
 - (iii) any written change orders signed by both parties to this Agreement.
- (collectively, the "Contract Documents")

2. SCOPE OF WORK, CONTRACT PRICE AND PAYMENT.

(A) Scope of Work. The Estimate attached hereto sets out the scope of work (the "Project").

(C) Contract Price. The Estimate attached hereto sets out the price to be paid by Owner to Contractor.

(D) Payments. Owner shall make full payment of the price to Contractor upon completion.

If the attached Credit Card authorization form has been signed by Owner in ink or digitally, Owner authorizes Contractor's withdrawal of payment via credit card per the terms set out in the Estimate.

(D) Past Due. Payments which are past due shall bear interest from the date payment is due at the statutory rate of interest for unpaid judgments in the state of Ohio.

(E) Storage Fees. Owner has (2) weeks after project completion before storage fees accrue. Contractor will notify the owner when the project is ready to be installed, delivered, or picked up. After (2) weeks from notification date, storage fees will accumulate. A storage fee of 5% of the project's cost will occur after the (2) week notification. Thereafter, storage fees will be 10% of the project's cost per month.

3. AMENDMENTS. Amendments to this agreement may only be made in writing.

4. SURVEYS, MEASUREMENTS & GOVERNMENTAL REQUIREMENTS.

(A) Surveys & Measurements. Owner shall deliver to Contractor all surveys, if applicable, describing the physical characteristics and utility locations for the Property within Owner's possession. Contractor shall be entitled to rely upon the accuracy of this information furnished by Owner.

Furthermore, Contractor shall be entitled to rely upon the measurements taken by it at the Project site, as memorialized in the Estimate and as acknowledged by Owner's acceptance of the Estimate. Any variation after Owner's acceptance of the Estimate which would have affected measurements shall result in a change order for all additional cost for re-fabrication, to be paid in full by the Owner, if fabrication by Contractor has already occurred.

(B) Government Authority. Contractor shall construct the Improvements according to the Contract Documents and applicable building and housing code, subject to any changes which Contractor is required to make at the express direction of governmental authorities.

5. SUBSTITUTION OF MATERIALS. In the event that Contractor is unable to obtain the exact materials specified in the Contract Documents through Contractor's ordinary and usual sources of supply, Contractor shall have the right to substitute materials of similar or comparable pattern, design, and quality.

6. LIMITED WARRANTY. Contractor warrants parts and materials only. Owner shall have no recourse against Contractor for the defects in parts utilized beyond its control, limited to defect in workmanship not caused by intervening acts such as mistreatment or neglect by Owner. If a defect in workmanship is detected, Owner shall promptly notify Contractor of the defect, in writing, within seven (7) business days from Contractor's last date of furnishing of labor and or materials for the Project, and shall allow Contractor the opportunity to complete repairs of the defect in workmanship. This remedy is exclusive. If Owner fails to notify Contractor of the alleged defect in workmanship within such seven (7) day period, or does not allow Contractor the opportunity to repair the defect, Owner shall have no further remedy at law. No implied warranties shall apply whatsoever. Any implied warranty or workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby expressly waived and disclaimed.

7. LIMITATIONS OF LIABILITY.

(A) Force Majeure. Contractor shall not be liable for any delays or damage to the Property caused by acts, neglect, omissions, delays or defaults of Owner, weather, fire, strikes, lockouts at the Property, delays caused solely by the unavailability of materials or labor due to acts beyond the control of the Contractor, acts of governmental authorities, acts of God, and civil disorder at the Property.

(B) Existing Conditions. Owner understands and agrees Contractor is not liable for any damage caused as a result of existing improper, worn, rusted or defective electrical, walls, flooring, and/or roofing. Owner further understands and agrees Contractor is not liable for any incidental or consequential damages which result from materials supplied or services rendered.

8. OWNER'S INSURANCE. Owners shall insure the house, Improvements, materials, fixtures and supplies incorporated or to be incorporated thereon (the "Insured Property"), under a policy of insurance which insures against the risks commonly covered by fire and extended coverage, vandalism and malicious mischief in an amount equal to one hundred percent (100%) of the full insurable value thereof. No Work shall be started or continued unless such insurance is in effect.

9. MOLD RELEASE. Contractor makes no representation or warranty, express, implied, or otherwise regarding mold, fungi, rust, corrosion or other bacteria or organisms. Contractor shall have no duty or responsibility or liability all of which is expressly waived by signee for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair, replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms.

10. SUBSTANTIAL COMPLETION. Substantial Completion under this agreement occurs when the Improvements have been so sufficiently completed that Owner can utilize the Improvements for their intended use.

11. TERMINATION. If Owner fails to make full payment of any payment due to Contractor within five (5) calendar days from receipt of an invoice or written application for payment, Contractor may, upon written notice to Owner within seven (7) additional calendar days, terminate the Contract and recover from Owner payments for all Work performed, including reasonable overhead and profit, costs incurred by reason of such termination and damages. This entitlement expressly set out herein shall not be construed to limit any other forms of relief and/or damages due to Contractor under law or equity.

12. LIEN RIGHTS & DISPUTES.

A. Lien Rights. In addition to all other forms of relief available to Contractor at law, Contractor shall have the right to record a lien against the Property pursuant to Ohio Revised Code §1311 for the any amounts unpaid by Owner to Contractor for the furnishment of labor and/or materials associated with the Project. Notice of the recording of any such lien shall be provided by Contractor to Owner pursuant to Ohio Revised Code §1311.

B. Disputes. All claims or disputes arising out of or relating to the terms of this Agreement shall be decided by mediation first, and if unsuccessful, binding arbitration. The parties to this Agreement bind themselves to decide any possible dispute that they may have outside of the jurisdiction of the local, state and federal courts or administrative agencies for any matter whatsoever. Any claim or dispute between the parties must be brought within one (1) year from the date that said claim or dispute arises. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement. The parties shall agree upon the arbitrator within twenty (20) days of receiving notice, or if they are unable to agree, the matter shall be referred to the American Arbitration Association for appointment of the

arbitrator and for binding arbitration according to its rules. The cost of the arbitration, exclusive of attorneys' fees, shall be the responsibility of each party, and shall be paid for by the parties equally. If necessary, the arbitration award may be entered in any court of competent jurisdiction for an Order or enforcement.

13. ATTORNEY'S FEES. It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating to, or referring to this agreement, shall have additional right to recover his/her attorney's fees costs in addition to any costs of the action itself.

14. NOTICES. All notices which may be required to be given pursuant to the provisions of this Agreement shall be sufficiently served if sent by certified or registered mail, postage prepaid, return receipt requested, to the Property (notice to Owner) or 2525 Columbus Ave, Ashtabula OH 44004 (notice to Contractor), whichever the case may be. A copy of any notice shall also be concurrently sent to the party's last known email address.

15. BINDING AGREEMENT. This Agreement shall inure to the benefit of and be binding upon Owners, their heirs, personal representatives and permitted assigns, upon Contractor, its successors and permitted assigns.

16. NO ORAL REPRESENTATIONS OR WARRANTIES. NO ORAL REPRESENTATIONS OR WARRANTIES SHALL APPLY UNLESS THEY APPEAR IN THIS AGREEMENT.

Credit Card Authorization Form

Cardholder Name _____

Signature _____

Address _____

Street _____

City _____ State _____ ZIP Code _____

Credit Card Information

Credit Card Type _____

Card Number _____

Expiration Month (MM) _____

Expiration Year (YYYY) _____

CVV/Security Cod _____

Owner hereby authorizes withdrawal or payment by Contractor of the total price of \$ _____
USD as set out on the attached Contract Documents executed between Owner and Contractor.

By providing credit card authorization, Owner agrees to a 3% service fee for credit card use.

STATE OF OHIO - ATTACHMENT 1
(FOR USE IN OHIO ONLY)

Date of expected completion by Contractor: _____

You have the right to an estimate if the expected cost of repairs or services will be more than twenty-five dollars.

Initial your choice:

☒ **written estimate (attached)**

☐ oral estimate

☐ no estimate

Notice:

Your bill will not be higher than the estimate by more than five dollars or ten per cent, whichever is greater, unless you approve a larger amount before repairs are finished. Ohio law requires us to give you a form so that you can choose either a written, oral, or no estimate.

EXCESS COSTS:

IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE:

☒ **written estimate (attached)** ☐ oral estimate

OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312. OF THE OHIO REVISED CODE, THE CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.

STATE OF OHIO - ATTACHMENT 2
(FOR USE IN OHIO ONLY)

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

NOTICE OF CANCELLATION

Date: _____

Received By Owners: _____ (initials)

You may cancel this transaction with Castle Railings LLC (hereinafter "Contractor"), without penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within (10) ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the Contractor, at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the Contractor and the Contractor does not pick them within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation.

If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice by certified or registered mail, postage prepaid, return receipt requested, to Castle Railings LLC, 2525 Columbus Ave, Ashtabula, OH 44004 not later than midnight of _____, 20____.

We hereby cancel this transaction.

Date: _____

Owners' s Signatures:

Sign: _____
Print: _____

Sign: _____
Print: _____

Sign: _____
Print: _____