

WELCOME TO CIRCLE CITY GARAGE DOORS

These terms and conditions outline the rules and regulations for the use of Circle City Garage Doors Website, located at www.circlecitydoors.com. By accessing this Website we assume you accept these terms and conditions. Do not continue to Circle City Garage Doors if you do not agree to take all of the terms and conditions stated on this page.

Cookies

We employ the use of cookies. Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

Terms & Conditions

These Terms and Conditions of Circle City Garage Doors (the "Terms and Conditions") are incorporated into every customer contract, quote, estimate or other written proposal of work of Circle City Garage Doors (the "Contractor"). Customer is defined to be a homeowner or other contractor who has entered into a written contract with contractor to perform work. The Terms and Conditions are not transferable or assignable. These Terms and Conditions sets forth the general terms and conditions of your use of the circlecitydoors.com website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between Customer and Contractor. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Contractor, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

1. **Services.** Contractor will perform all services for Customer in accordance with generally acceptable industry standards of other competent contractors performing the same or similar services in the state where the services are performed.
2. **Estimates.** Any estimate provided to Customer is effective for thirty calendar (30) days from the date of issuance. After the expiration of the 30-day period, Customer will be required to obtain a new estimate from Contractor. Estimates do not include any painting or touchup desired by Customer or later requested alterations or deviations from the original scope of work.
3. **Acceptance/Approval.** To become a binding contract all estimates must be approved in writing by the Customer. Approval in writing may be made by email or other writing. Written approval is necessary for an Order or Work Order to be scheduled for installation. Any changes/cancellations made or requested after approval or acceptance by Customer are subject to acceptance by Contractor and/or additional Customer approval of any applicable charges or fees. All written approvals subject the estimate, quote or other written proposal to these Terms and Conditions.

Payment Terms

1. **If Customer is a homeowner:** Customer must pay in advance a minimum payment of half the provided estimate for all installations and special orders. Special orders are non-refundable. Upon final installation, full payment must be paid immediately upon completion of work and receipt of invoice.
2. **If Customer is a contractor:** The contractor shall pay 100% up front or as otherwise agreed upon by the parties.
3. **Special Order.** In the event Customer places a special order, it is Customer's responsibility to inspect the order to verify the product ordered is correct. Upon arrival of the materials, if Customer is not satisfied with the product when delivered for reasons other than damage, Customer must pay any costs associated with the exchange of materials, including any difference in price for the new materials and any restocking fee Contractor may apply.
4. **Delinquent Account.** If a delinquent account is turned over for collection, Customer will be responsible for all costs of collection, including, but not limited to, collection agency fees, attorney's fees, and court costs. Any invoice not paid within thirty (30) days from the date due will be subject to a finance charge of eighteen percent (18%) per annum or the maximum rate allowed by law until paid.
5. **No Withholding of Payment/Termination for Non-payment.** Customer shall not withhold or make any deductions from payments due Contractor on account of penalty or back charges for alleged defective work. Furthermore, Customer agrees and recognizes that payment for services rendered by Contractor when due is an express condition precedent to Contractor continuing work as herein described in this Agreement. Customer recognizes failure to pay for services when due shall entitle Contractor to terminate work immediately. In the event Contractor terminates work for non-payment as herein described, Contractor shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law, and all warranties of Graves Overhead Doors, Inc. will be void.
6. **Site Conditions.** If Contractor must obtain access to other properties in the course of work, Customer shall secure

permission for such and hold harmless and indemnify Contractor and its employees and agents against all actions and consequences arising or relating to the use of said properties, including but not limited to damage done in the normal course of work, excluding negligence, and for securing said property and its contents during and after work.

7. **Door Casings.** Customer is required to have casing for the garage doors openings installed before Contractor shall be required to hang the doors. If Customer does not have casings around the garage doors, Contractor may agree, at its discretion, to install the doors, but shall not be liable for any damages resulting from the lack of door casings. Failure to have casings around the door openings shall also void any warranties provided herein. Contractor may, at the Customer's instruction and expense, install the casings, but such work will be deemed an extra expense to the Customer in addition to the original quote provided.

8. **Customer Responsibility to Clear and Secure the Worksite.** Before and during Contractor's work, Customer shall secure, remove and protect all persons and property, and any contents thereof from the worksite, including but not limited to adults, children, animals, cabinets, fixtures flooring, walls, tiling, carpets, drapes, furniture, vehicles, and vegetation during and upon completion of work, and shall hold harmless and indemnify Contractor, its employees and agents against all claims arising out of Customer's failure to do so.

Limited Warranty

1. Contractor warrants its labor, materials and workmanship to be free from defects for a period of sixty (60) days from the date of installation, whichever is earlier, provided the materials are manufactured and/or installed by Contractor. This warranty does not cover defects caused by installation that varies from the manufacturer's recommended instructions if such variance is necessitated by Customer's site conditions as determined by Contractor, and such variance is acknowledged and agreed upon by Customer. Additionally, this warranty does not cover any abuse, misuse, negligence, or acts of God. Further, any modification to Contractor's products by anyone other than Contractor or an authorized agent will void this warranty.

2. Contractor's materials subject to this warranty may only be painted with 100% acrylic latex paint with a Light Reflective Value (LRV) of 55 or higher. Customer acknowledges that Customer has received the manufacturer's finishing instructions and Customer or Customer's painting contractor assumes all responsibility for following the manufacturer's painting recommendations that apply. Contractor shall not be responsible for or warranty any painting performed by anyone other than Contractor or an authorized agent.

3. In the event a manufacturer offers a warranty, such manufacturer's warranty shall preempt, supersede, and negate Contractor's warranty.

4. In resolving or fulfilling any manufacturer warranty claims, full labor charges for repair or replacement by Contractor may still apply if the labor warranty period has expired.

5. All claims under this limited warranty must be made in writing to Contractor within twenty-four (24) hours of discovery. The remedy provided under this limited warranty is limited to repair or replacement of the non-conforming part or parts of defective materials, which decision is vested in Contractor's sole discretion. Further, Customer shall allow Contractor the first opportunity to repair the alleged defective issue. Failure to give Contractor the first opportunity shall void this limited warranty.

6. Upon notification of a defective condition, Contractor will respond with reasonable promptness between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY BY CONTRACTOR TO CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

7. **Prompt Customer Inspection.** Upon completion of the work, Customer agrees to exercise due diligence in inspecting the work for defective workmanship and materials, including but not limited to damaged or missing components. Customer will notify Contractor of any defect within forty-eight (48) hours of completion of work and will give Contractor the first opportunity to repair the defective work. Failure to notify the Contractor of a defect within 48 hours following Contractor's completion of the work constitutes an acceptance of the work as complete and free from any defects. Further, failure to allow Contractor the first opportunity to repair the alleged defective work as contemplated in this Section 8 shall void all warranties, express and implied hereunder. Customer agrees and recognizes that Customer shall not withhold any payments for alleged defective work. Contractor is not responsible for reimbursement for work performed by any other company or individual.

Disclaimer of Warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss

of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Unforeseen Conditions

If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, or unknown physical conditions of an unusual nature which differ materially from that which is visually ascertained, Customer accepts responsibility for such conditions and related circumstances outside the control of Contractor and Customer further agrees to pay for any labor or materials, including repair to damaged equipment of Contractor caused by such conditions and/or circumstances.

1. **Unforeseen Conditions.** It is the intent of this provision to make Customer responsible for all (1) unforeseen and concealed conditions, and (2) for that which Contractor cannot control. Accordingly, Customer further agrees to hold Contractor harmless and shall indemnify and defend Contractor and all of its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out or as a result from the performance of Contractor's work involving, affecting, or relating to such unforeseen or concealed conditions.

2. **Additional Work.** In the event Contractor performs any additional work not related to its original contract, Contractor will provide an additional charge for that work, and Customer agrees to promptly pay Contractor as outlined herein, for the additional work. Further, any changes made after any materials are ordered, is the sole responsibility of the Customer.

Limitation of liability and Indemnification

1. Contractor shall not be responsible for any direct, incidental, or consequential damages causing either bodily injury or property damages, regardless of the cause. Notwithstanding any language to the contrary contained in this agreement, Contractor's liability to Customer shall not exceed the total of any payments made by Customer for goods and services provided.

2. Contractor is not responsible for the following: (a) Site conditions, including, but not limited to, the location or availability of electrical supply, the size of the door opening, concrete or asphalt in the structure or drainage, water infiltration problems, etc.; (b) Nonperformance or delays in performance due to causes beyond its control, including but not limited to, work stoppages, fires, floods, civil disobedience, riots, government requirements, strikes, material shortages, product deliveries, acts of God and similar occurrences, etc.; (c) lost or stolen components; or (d) any issues which arise due to Customer's faulty electrical wiring which causes the equipment to malfunction.

3. **Hold Harmless and Indemnity.** Customer agrees to indemnify and hold harmless Contractor from any claim, demand, cause of action, suit, debt, account, controversy, administrative action, loss, damage, liability, obligation, cost, expense (including but not limited to attorney fees), or other action, investigation, or review taken by any professional organization, licensing board, third party payor, or other person against Contractor arising from, based on, or related to, any negligence by Customer or Customer's agents or unforeseen condition at the Customer's worksite. Customer shall reimburse Contractor for Contractor's reasonable costs and expenses within 15 days of receipt of any bill, including attorney fees, incurred directly as a result of any Customer's or Customer agent's negligence or unforeseen condition at Customer's worksite.

4. **Services Not Covered.** Contractor will not perform any other work or trade other than that which is specified herein, including but not limited to carpentry, electrical, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing. Nor will contractor do any painting or touch-up work to the jams where wood "trim" or wood stop molding must be removed in order to install the materials. Unless otherwise stated, paint, plaster, stucco, and landscaping are the responsibility of Customer.

5. **Termination by Contractor.** This agreement may be terminated by Contractor for the following reasons: fraud and/or material misrepresentation by Customer, Customer's failure to make a payment required under this agreement, or Customer's failure to promptly pay for any goods and services, whether or not those goods and services are included under this agreement. Termination of this agreement by Contractor does not release Customer of any of its obligations hereunder. In its sole discretion, Contractor may withhold any prepaid amounts by Customer and offset same from any amounts owed by Customer to Contractor.

6. **Severability.** All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

7. **Entire Agreement.** This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement

(each, a “Notice”, and with the correlative meaning “Notify”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.

Notice to Service Provider: Circle City Garage Doors
4835 Dancer Drive
Indianapolis, IN 46237
(317) 447-9371

Governing Law, Jurisdiction and Venue

1. This agreement will be governed and interpreted by the laws of the State of Indiana. Any portion of this agreement, which is declared void, shall be deleted and shall not render the remainder of this agreement void.
2. Any litigation arising out of or in connection with Contractor’s work for Customer shall be brought in the state courts of Marion County, Indiana.
3. Customer irrevocably submits to the exclusive jurisdiction of the state courts of Marion County, Indiana and agree and consent that service of process may be made upon the Customer in any legal proceeding arising out of or in connection with this Contractor’s work for Customer by service of process as provided by Indiana law,
4. Customer irrevocably waives, to the fullest extent permitted by law, any objection which the Customer may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Agreement brought in the state courts of Marion County, Indiana.
5. Customer irrevocably waives any claims that any litigation brought in any such court has been brought in an inconvenient forum, and
6. Customer irrevocably agrees that any legal proceeding arising out of or in connection with Contractor’s work for Customer shall be brought exclusively in the state courts of Marion County, Indiana.
7. **No Waiver.** Failure of Contractor to pursue any remedy or course of action allowed under the Terms and Conditions shall not to be construed as a waiver of any available rights. And Contractor may at any time, upon Contractor’s discretion elect to pursue any rights afforded it hereunder.
8. **Amendment.** These Terms and Conditions may not be changed unless mutually agreed upon by the parties.
9. **Application.** Customer acknowledges and agrees that these Terms and Conditions apply to any and all contracts between Contractor and Customer.

Advertisements

During your use of the Website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl,

or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Circle City Garage Doors or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Circle City Garage Doors. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of Circle City Garage Doors or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Circle City Garage Doors or third-party trademarks.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via circlecitydoors.com, (317) 447-9371 or write a letter to Circle City Garage Doors, 4835 Dancer Drive, Indianapolis, Indiana 46237.