



Deck Buddy LLC

Terms of Agreement Highlights

DEPOSIT PAYMENTS. Upon acceptance of this proposal a 50% deposit will be required. For Installation Services that exceed a Total of \$10,000 You agree to pay a 20% Deposit, 50% once the Building Permit has been issued and we are ready to order Materials, and the remainder 30% upon completion. By completing the deposit payment, Customer agrees and understand, he/she enters into a bonding contract with Deck Buddy LLC. The Deposit payment stands as a signature and agreement to Deck Buddy LLC Terms and Warranty. 3% processing fee for credit card charges. Financing is available only for \$5,000+ projects. The current finance rates are in the 10% APR range, over 1-20 years. Best rate is 7.99% for credit scores 840+. Follow the link for financing option:

<https://www.hfsfinancial.netpromo/61e6f87722d7026c445aa61b/>

FINAL PAYMENTS Final payment is due on the completion day of the project (Upon Completion). If Customer is present at the time the job is completed, Customer may do a walk-through and hand final payment in the form of a check to the crew supervisor. If Customer is not present at the time of the project completion he/she may do the walk-through as soon as getting home, on the completion day, and submit the final payment. Final payment is due no more than 3 days after the project completion. Customer agrees that there will be a \$50 charge for any additional requests after the final walk-through and final payment is made.

All payments should be made to the order of Deck Buddy LLC.

The only accepted methods of payment are: Check, Credit Card and Bank Transfer. Financing is not available. A \$300 fee will be charged for every returned check or for a "Stop Payment" placed on any check. Thereafter, all sums due, are required to be paid with Money Order or cashier's check, including the \$300 fee per payment made to Deck Buddy LLC.

PAST DUE ACCOUNTS. In the event Customer defaults on any payment or fails to comply with any condition of this contract the full amount shall be immediately due and payable. Accounts not paid within terms are subject to a one time \$250 or 25% late fee (whichever is greater), and a 10% monthly finance charge. Also, all Discounts previously applied to the original Estimate (if any) will be voided. If the balance is not collected in 3 days, Customer understands and agrees, Deck Buddy LLC will be entitled to charge the credit card or bank account on file. The impossibility of collecting the balance plus late payment fees within 1 month will entitle Deck Buddy LLC to place a Mechanics Lien on Customer's property, and Customer will be responsible for all lien associated costs, for all parties involved.

If the account continues delinquent one month after the Mechanics Lien's registration date, Deck Buddy LLC will bring an action at law against the Customer(s). Any and all court costs and attorney's fees incurred as a result of Deck Buddy LLC initiating any legal action in an attempt to collect the delinquent account shall be borne by the Customer. After the time required by law to collect payment, Deck Buddy LLC will resume in placing the balance (including Late Fees, court and attorney's fees) under collection procedures and Customer will be responsible for the collection agency's (third party) fees.

WARRANTY. Deck Buddy LLC warrants workmanship, under normal wear, for a period of one year and the coating product comes with its own warranty: ten or six years (restoration, respectively solid stain), five years (semi-transparent) three years (transparent) and two years (clear sealant). After 1 year of the stain been applied, if damaged, Deck Buddy LLC will cover the cost of the Stain but Customer is responsible for the labor cost. Five years warranty for deck builds. The Customer is responsible for mechanical damage to the coating product or the new lumber and Customer agrees to cover the expenses for the new materials, coating product and labor.



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Examples of mechanical damage to coating and/or wood not covered by Deck Buddy LLC Warranty include but do not limit, scratches to surface caused by pets, furnitures, accessories and decorations.

Deck Buddy LLC is not responsible for events which are not under its control. The weather conditions (most common event) might delay the project, but would not stop the contractor to finalize the work and would not constitute abandonment. Customer understands such events are not included in calculating time frames for payment or performance. Example of events out of Deck Buddy LLC control that are not cover by Deck Buddy LLC Warranty include but do not limit natural sap coming out of new or old wood (you may use left over stain to re-apply in those areas); wood rots after it was stained (if wood rots after it was stained means that the rot came from the core of the wood which made it impossible to notice before stained).

COMPLIANCE. Deck Buddy LLC is in compliance with MHIC (500 North Calvert St, Baltimore, MD 21202 — 410-230-6309 / 1-888-218-5925) and/or DPOR (9960 Maryland Drive, Suite 400, Richmond, VA 23233). Each contractor or sub-contractor working with or for Deck Buddy LLC shall be in compliance with MHIC and/or DPOR regulations. Formal mediation of disputes between homeowners and contractors is available through the Maryland Home Improvement Commission. The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or a performance bond for additional protection against losses not covered by the Guaranty Fund. Pursuant to 18 Virginia Administrative Code 50-22-260, contractors must provide notification in contract that eligible consumers may be able to obtain relief from the Contractor Transaction Recovery Fund. Inquiries about this fund should be directed to: Recovery Fund Office/DPOR, 9960 Maryland Drive, Suite 400, Richmond, VA 23233, or call (804)367-1559, or visit: http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/. Deck Buddy LLC has a Class A General Contractor's License in the State of Virginia, license # 2705156746 and in the State of Maryland, license # 109318. Deck Buddy LLC principal office is located in Purcellville Virginia and the mailing address is PO Box 183, Purcellville, VA 20134.

CANCELLATION. This agreement may be terminated in written by either party: A. Without cause, by midnight of the third day after the date of admitting to be in a bonding agreement with Deck Buddy LLC (Invoice Paid Date).

B. With cause, immediately upon material breach of any term of this agreement by either of the parties.

If any work has been performed before the termination of this agreement, Deck Buddy will withhold from the deposit the cost of the work (labor and materials).

At Deck Buddy LLC we believe that mutual respect between contractor (as well as his crew and sub-contractors) and client is key element for the success of the project. Deck Buddy reserves the right to terminate this agreement if it is believed that the communication between the parties will affect the project's outcome.

NECESSARY NEEDS. Deck Buddy LLC crews must have access to electricity, water and free parking. Customer understands and agrees that Deck Buddy LLC under no circumstances is financially responsible for the water and electricity used by Deck Buddy LLC during the project. All furniture and plants have to be 100 feet from the deck the day Deck Buddy's crew is going to start working. All bushes, plants and trees have to be cut at least one foot away from all deck premises. Also, Customer understands and agrees "hidden costs" may occur. Outdoor Construction business is unpredictable and the estimated budget does not include any hidden costs (ex: termites, outdated or outlaw hidden structures, unforeseen wood rot). Customer agrees, these costs have to be covered by the Customer, otherwise Deck Buddy LLC would waive the offered warranties and/or subtract the costs from the total budget and/or downgrade the used materials and supplies or the quality of work.

Customer understands and agrees that under no circumstance Deck Buddy LLC will refund the cost of unused stain or wood. Left over stain will be left in the property for Customer to use as needed. Left over wood will be removed from the property along with old wood and debris as part of the cleaning process.



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CHANGE OF ORDER. A \$80.00 per hour, per technician or \$160 per hour, per crew shall be charged for any additional work requested, plus the material costs, through a Change of Order, that customer will have to sign upon agreement. Deck Buddy LLC shall not perform additional work under any circumstances, without a Change of Order, the client agreed to. When E-Mailing the Change of order to the client, through our electronic system, when the system shows the Change of Order has been viewed, but the Customer did not confirm by phone or by replying to the e-mail, we will consider the order, and therefore the cost was agreed to and we will proceed with the extra material purchases and extra work, and the Customer agrees to it. Customer agrees to pay \$100 flat fee to put back on the deck any furniture, flower pots or anything else, that could go on top of a deck. Travel time for any reasons associated with the extra work requested, also counts. Customer is aware Deck Buddy is not responsible of minimal damage to property.

IMPORTANT TO KNOW.

Estimates valid for 3 months.

For two-tone requests or elaborated angles and patterns (carpentry/TREX installation) will be an additional charge of \$750.00, one-time fee.

If stain color appear to be different than what the client envisioned, we do not mix colors, to change the already purchased stain color. The client will cover the cost of purchasing new stain, and travel cost to get the new stain. In addition a \$500 inconvenience flat fee will be charged.

When power-washing and sanding decks, the purpose of power-washing is to clean all deck surfaces, but not to remove old stain products or coating products, respectively, the purpose of sanding the deck is to smoothen the surfaces and create a long lasting bond between the surface and the fresh coat of stain, but not to remove entirely the old stain product, or coating product existing on the deck surfaces.

Deck Buddy LLC do not sand the railing, but only the top cap of the railing, and the floor surfaces (all horizontal surfaces).

When applying clear sealant, transparent or semi-transparent stains on decks, if the Customer requests extra coats of stain to be applied, more than our technician assessed the deck would need, all warranties will be automatically waived. Heavy coats of these specific stain products tend to peel off the deck surface a lot faster than light coats. We only apply heavy coats when doing restoration.

We never pressure wash or stain underneath any deck structures.

The coating product we use at Deck Buddy LLC is Olympic® MAXIMUM Stain + Sealant in One. This is a high quality product that we trust will provide an exceptional protection and durability to the wood. Please be aware that, because of the high quality of this stain, it has an unusual glossy finish.

Customer may choose to have a different brand or type of stain to apply, however Deck Buddy LLC will not be responsible for the final appearance of the deck and all Warranties will be waived. Any additional product, supplies and labor necessary to fix the appearance of the stained wood will be paid by the Customer in advance as part of a new Agreement.

Deck Buddy LLC has dedicated a number of years studying Brands and Suppliers. We stand behind the products and suppliers that we have chosen to work with, trusting in their quality and reliability. These are the products that we warrant. Any product acquire by the Customer will not be covered under any of our Warranties.

Boards delivered in big batches (20 pieces or more) are not individually hand picked. At Deck Buddy LLC we will do our best to select the best looking sides for the surface of the deck.



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Customer understand and agrees that boards with tree bark edge showing from underneath the deck is acceptable; as long as the rough edges are not showing on the finished floor, at the top.

Wood knots are not an imperfection but a representation of the natural beauty of the wood. Wood knots should not be a reason to replace or switch boards around. Such requests will be charged accordingly, as it is not part of the scope of work and Deck Buddy LLC shall NOT perform such work free of charge, under premises that the deck has to look to "client satisfaction".

When staining a deck after having a number of wood boards replaced, the more pigment the stain chosen has, the more even the old and new wood will look, in color. Choosing a Transparent or Semi-Transparent Stain will result in an uneven looking deck; with the new boards being a few shades lighter than the older boards. This difference in shades might get more evenly looking in a few months, after the new boards have weathered, but most likely you will still be able to notice the difference. At Deck Buddy LLC we recommend choosing a Solid Color Stain for deck with a few boards replaced. A stain with more pigment is better than one with less for two reasons: the pigment hides natural wood color and makes the blending more effective, and it protects the wood from harmful ultraviolet light, thus making the deck last longer.