**GRANITE GUYS, LLC SERVICE AGREEMENT**

1. Granite or Marble may have slight variations between "floor" sample and the actual stone.

2. Granite is a natural stone. Color and shade variances, fissure cracks and pits are normal characteristics of natural stone. There will be some variations in color and texture.

3. A 50% deposit and credit card authorization are required prior to fabrication. Balance is due at completion of installation. It is payable by check or credit card authorization. If credit card authorization is not on file, 100% payment is due prior to fabrication.

4. Customer agrees to a $50 return check fee and 2% per month (24% annually) finance charge, collections fee, plus reasonable attorney's fee to obtain payment or collection.

5. All returns made before fabrication are subject to 15% re-stocking charge

6. Any exchange or credit must be made prior to fabrication. After fabrication, exchanges and credits are not given.

7. If gate fees apply to your community, these charges will be passed along to you on your final invoice. If you know you live in a community requiring gate fees, please let your sales person know so that they may add the appropriate charges to your quote. If not, these charges will appear on your final invoice.

8. Special Orders are non-refundable. Countertops are custom made, therefore considered special orders and are non-refundable.

9. Prices are subject to change if material or dimensions are different than those shown on the drawing. All written estimates are good for 30 days or while supplies last, unless otherwise noted.

10. Granite Guys, LLC Solutions will have absolute decision on the number and location of seams on the countertops.

11. The installation of countertops will create a small amount of dust. Granite Guys, LLC is not responsible for cleanup. We will try to minimize the amount of dust created.

12. The customer must supply all cut out and lay out information including sink specifications, faucet specifications and cook top specifications (any delay in getting the above information to GRANITE GUYS, LLC will delay your installation date). GRANITE GUYS, LLC must receive written information prior to fabrication or the customer is responsible for any changes after fabrication. Cut outs are cut as per manufacturer’s specifications. It is the responsibility of the owner/contractor to confirm that all items together will fit in the specified cabinet. Modification made to cut outs, sink, cabinet, walls and or backsplash will be at the owner/contractors expense. \*Please select sinks, faucets, cook-tops and down drafts that will fit in your existing cabinets.

13. Granite Guys, LLC recommends that if the customer wants a greater overhang on an upper server or island, then the customer should install braces under the overhang to support the granite. This applies when the width of the countertop is not double the overhang or the overhang is greater than 12".

14. Granite Guys, LLC is not responsible for removal or installation of sinks, faucets, braces or cook tops unless noted. Please allow 24 hours for adhesives to dry before installing plumbing. **We are only responsible for the installation of the countertop unless stated above**.

15. Cabinets must be 100% complete including all trim, braces and molding on the base cabinets prior to templating. Problems arising from these items not being complete will be at the expense of the owner/contractor \*\*\*Please make sure your cabinets are 100% installed prior to template.

16. In regards to scheduling, GRANITE GUYS, LLC has the right to charge a "changed appointment fee" and a "no-show fee". A changed appointment fee of $25 could be assessed in the event you confirm an install or template date and then need to change the date. We build our schedule based upon being in certain areas and canceling or changing an appointment can be detrimental to how our work flows. In addition, GRANITE GUYS, LLC will charge a $75.00 trip charge if we are scheduled to go to your job site and can not complete our work due to issues outside of our control – ie: homeowner not being home, cabinets not being installed, other contractors performing work and not being able to get in. This charge can be prevented by keeping

us informed if we can not come and complete our work as scheduled.

17. GRANITE GUYS, LLC reserves the right at any point to decline the use of any unfamiliar material purchased from outside vendors.

18. Marble or granite can be damaged with use of detergents or acids for cleaning. Customer should use only water or stone cleaner to clean. Counter tops should be kept dry and clean at all times. Any spills should be cleaned up immediately.

19. There are no warranties expressed or implied on the merchandise.

20. By signing this agreement, you are personally guaranteeing the full payment as per the terms and conditions of this contract. Any deviation or alteration from the above specifications involving extra material or labor will become an extra charge over the above estimate. Any and all claims must be made within 5 working days of receipt of goods.

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Accepted Date\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Granite Guys, LLC Release**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Customer Printed Name), for and in consideration of the payment BEING GIVEN IN EXCHANGE FOR THE RELEASE OF LIABILITY, the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge Granite Guys, LLC, L.L.C., their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following:

Any repairs and/or replacements of existing, adjacent products that could be damaged by the removal of existing counter tops and the installation of new counter tops. These "existing" products include but are not limited to walls, floors, cabinets, appliances and tile. I have been informed of the potential risk to existing, adjacent products.

Customer Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Granite Guys, LLC Consumer Education**

(Please read, discuss and initial the items below with your customer at the time of sale)

\_\_\_\_\_\_\_ I have been informed by my sales representative that I must supply all appliance specifications (sink, faucet,

cook top or stove) before a template date can be scheduled.

\_\_\_\_\_\_\_ I am aware that GRANITE GUYS, LLC cuts and installs all sinks based on the manufactured specification and template.

\_\_\_\_\_\_\_ GRANITE GUYS, LLC will center the sink and/or cook tops based on the center of the cabinet below that will house the

appliance.

\_\_\_\_\_\_\_ GRANITE GUYS, LLC will determine seam placement based on the material size, pattern/flow and transportation consideration.

\_\_\_\_\_\_\_ I have been informed by my sales representative that drop-in sinks and/or drop-in cook-tops, additional holes

and various other cut outs in the countertops, due to structural issues may have to be cut on site. GRANITE GUYS, LLC will take every precaution to minimize the dust and protect your home. Please be aware that this in door construction and may require

some cleaning, paint touch-up, etc. upon completion by homeowner.

\_\_\_\_\_\_\_ I am aware that GRANITE GUYS, LLC specializes in countertop fabrication and installation. GRANITE GUYS, LLC does not do plumbing, electrical, cabinetry, trim, sheetrock work or painting. There may often be trim work that may need to repaired, especially with a raised bar top.

\_\_\_\_\_\_\_ I have been informed that the installation of granite may cause minor sheetrock damage and that GRANITE GUYS, LLC is not responsible for said damage.

\_\_\_\_\_\_\_ I have been informed by GRANITE GUYS, LLC that tear out of existing countertops, if performed by the homeowner will be completed prior to installation date. If GRANITE GUYS, LLC is responsible for the demolition it will be scheduled separately, usually 48 hours prior to the install date at an additional charge. Bathroom vanity tops will be removed the same day as installation.

\_\_\_\_\_\_\_ Pits, pores and natural fissures are common occurrences in natural stone and are not considered a defect in the material. If there is a section in the slab that you want us to avoid in the fabrication process, please make your sales representative aware during the slab approval process. We cannot guarantee but will try our best to avoid any such areas.

\_\_\_\_\_\_\_ No two slabs of natural stone are the same. Natural stone varies in porosity, density and even structural

integrity. GRANITE GUYS, LLC goes to great lengths to use slabs from the same bundle and in sequence. This process helps to ensure that the color match, veining patterning and other characteristics are as close to a match as possible for fabrication purposes. Be aware that natural characteristics of the stone are beyond our control and we will not be held responsible if you become dissatisfied with stone porosity, natural veining, natural fissures, pits in the material and natural color differences once the customer has approved the slab.

Please Print

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Amount of Deposit Received$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Final Payment Amount (subject to change after final estimate)$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, I acknowledge and agree to the above charges, and any additional agreed upon charges, to be paid in full.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Customer Date