

HARDWOOD FLOOR GUYS, INC. INSTALLATION AND/OR REFINISHING CONTRACT

Hardwood Floor Guys, Inc. (hereinafter referred to as "HFG") hereby offers, subject to the terms and conditions herein set forth, to furnish, deliver and arrange for the installation of materials, repair, refinish or recoat listed herein and/or on separate estimate for the amount show thereon.

1. Client agrees to make payments when due, otherwise it is a breach of contract and HFG may suspend performance and rescind this contract. Final payment is due upon completion of the final coat of finish unless otherwise agreed in writing. Interest shall accrue and be payable on demand on each installment of the cash price that is overdue at the rate of 18% per annum. If this is a credit transaction, the agreement for such credit is incorporated herein by this reference and made part thereof.

2. In the event that a controversy arises, either party of this contract needs to contact the other party within 10 days in writing with said grievances so that the other party may try to fix the issue. If a solution cannot be agreed to within 15 days, the party must inform the other in writing to submit issue to binding arbitration. Arbitrator must be agreed up on within ten days. If both parties can't agree on an arbitrator, they may request one to be assigned by the courts. All arbitration costs will be the responsibility of the party prevailed over. Failure to notify the other party in writing within the specified timeframes above constitutes acceptance of the work completed.

3. In the event that HFG retains counsel in order to enforce this Contract or to defend any action or arbitration proceeding brought by or on behalf of the client, client shall pay HFG its reasonable attorney's fees in addition to the cash price and any other amounts due under this Contract. HFG also reserves the right to record a mechanic's lien against the property in the event the Client has not paid in full within 90 days of completion of work.

4. Client understands and agrees that if the work done by HFG is part of a larger project, the client is responsible to coordinate other work or contractors so the work done by HFG is not damaged. Client agrees that improper coordination or any damage resulting from another contractor's work is not HFG's responsibility and client agrees to pay for any such additional costs of repair or replacement.

5. Any additional requests or changes made by the client to add to the scope of the project or work by HFG not outlined on the original estimate may result in additional cost for labor, material or both. Client agrees to pay such costs upon presentation of billing by HFG.

6. This agreement supersedes all previous agreements or prior understandings, including any oral agreements or understandings. All additions, variations or modifications to this contract shall be void and ineffective unless in writing signed by all parties.

7. HFG shall not be liable for delays in or failure to complete delivery or installation, complete repair, refinish, or recoat of all or any part of this work called for by this Contract if due to fire, strikes, war, government regulations, sickness, or any cause beyond HFG control.

8. HFG is not responsible for existing defects, dry rot or code violation. Neither is HFG responsible for damage caused by moisture (including humidity). No repairing, plastering, carpentry (including the installation of any wood base or moulding), decorating or redecorating is included unless specifically charged for and specified. Any latent defects discovered during installation, repair, refinish, or recoat shall be corrected at client's expense. Any breach of the preceding sentence shall entitle HFG to suspend its performance under this Contract or to demand payment in full with respect to all completed work and damages with respect to the balance of this contract.

9. HFG cannot guarantee any size or grade of hardwood against cupping, buckling, warping, shrinkage, ring shanks, termite or beetle infestation.

10. For Repairs/Installations: HFG does not guarantee an exact match of new hardwood to existing hardwood. Brands, grades, and character of the wood available are different than in the past, and installed wood is aged by stain, foot traffic and the sun over time.

11. We do not guarantee matching of stain colors. Older wood stains differently than new wood and variations in stained wood may be present. As with paint colors, stain colors look different according to the lighting in each room. Stain colors can look different by the sanding methods, so hand-sanded stairs versus machine-sanded floors. Stain colors can also look different on a sample piece of wood versus your actual wood. After deciding a stain color, you will be asked to sign an acceptance of stain color.

12. HFG makes every effort to sand your hardwood completely smooth. Even with the highest quality equipment and the most experienced craftsman, a company cannot guarantee the complete absence of swirls. Swirls are not noticeable until the floor is stained or finished.

13. HFG does not connect or disconnect any plumbing or electrical. If you need these services, HFG is happy to recommend qualified companies.

14. HFG is not responsible for moving any furniture. Furthermore, if HFG should attempt to move any furniture, HFG shall not be responsible for any damage resulting therefrom. HFG may, at its discretion, help the homeowner move a limited amount of furniture at the rate of \$85/per hour per person. Should you need full room(s) of furniture moved and/or storage services, HFG is happy to recommend qualified companies.

15. For installations: Client is responsible for providing proper temperature and humidity levels at the job site. Client is aware that wood products can be adversely affected by too much or too little humidity, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions. Client accepts responsibility for materials delivered to job site in good order by HFG or its suppliers and agrees to provide protection against theft or damage from the elements.

16. HFG agrees to furnish the materials specified in the contract and to complete all work in a professional and workmanlike manner, according to standard practice in the industry.

17. Material warranties are solely those of the manufacturers of the materials specified. Client agrees to look solely to those manufacturers for all warranty claims. Client further agrees that HFG shall not be responsible for any consequential damages arising as a result of the failure or misuse of any product. HFG DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY FOR A PARTICULAR PURPOSE.

18. Client is aware that sanding of wood products will create fine dust in the air and Client has taken precautions, as he/she feels adequate to protect the surrounding area from such dust. HFG shall not be held responsible for any damage resulting from the dust, nor shall HFG be responsible to clean up such dust. We require one 220V outlet (electric oven or dryer type) and two dedicated 110 volt (20 amp) regular outlets. In some homes, the regular outlets are only 15 amps and our equipment may trip the breaker. If you do not know the amperage of your regular outlets, please consult a qualified electrician. We are not responsible for any damage due to an inadequate power supply, including failure of our dust containment systems to keep dust from getting into your heating/cooling system and causing damage.

19. For refinishes, deposit is due in conjunction with this signed contract in order to secure a place on the schedule. Deposit is non-refundable. However, project start dates can be changed, if needed. For installations, half down is due prior to wood being delivered. Failure to pay the half down when asked will delay the wood delivery. Depending on acclimation periods, this could also force us to reschedule your installation.

20. We reserve the right to take pictures of our work, including before and after photos, for marketing and promotional purposes.

Hardwood floor Guys, Inc.

Client

Date

Client

Date