



## FLOORING INSTALLATION AGREEMENT/ WARRANTY

Thank you for choosing us to install your flooring. We very much appreciate the opportunity and we are committed to excellence in our work.

The following is our agreement for the installation. For value received, you and we, Pro Floors INC., agree as follows:

### **WHAT IS COVERED BY THE WARRANTY**

In addition to any warranty extended to the customer directly from the manufacturer of the product or materials used in the installation, the independent contractor will separately warrant that all of its work substantially conforms to the manufacturer's recommendations and follows industry standards and quality guidelines and that, upon notice from customer, it will correct any faults related to defective workmanship or mis-application of the product at NO additional cost to the customer. For a period of one (1) year from the date of substantial completion of the work, upon notice to Pro Floors INC and only if the work is determined to have been performed in a manner inconsistent with industry standards, Pro floors INC will assist in the resolution of such defective work. If the warranty work requires the replacement of a product that is no longer available, the customer agrees to accept a reasonable product match.

### **WHAT IS NOT COVERED**

This Limited Warranty does not cover the following items:

1. Any installation defect that was apparent or ascertainable at the time the work was completed but was not promptly reported to Pro Floors INC.;
2. Damage related to subsequent alterations, improper or abuse of the covered items by any person other than the independent contractor;
3. Damage resulting from fires, storms, electrical malfunctions, accidents, floods, sub-grade moisture conditions, leaks or acts of God;
4. Damage related to customer's failure to observe any instructions from the independent contractor and/or requirements of the manufacturer with respect to the product, including without limitation failure to control humidity and temperature levels within the home or apartment unit;
5. Any item furnished by the customer;
6. The installation of odd lots, close-outs or unwarranted product.

### Flooring

The description of the flooring we are installing for you is detailed on your Sales Order. By signing below you are indicating that you have reviewed the Sales Order closely and that the details are all correct.

## **Furniture**

\*PRO FLOORS INC. DOES NOT MOVE FURNITURE. ALL ROOMS MUST BE FREE OF ANY FURNITURE PRIOR TO INSTALLER ARRIVAL.

- Our installers do not unhook or re-hook any electronic equipment.
- Our installers do not unhook or re-hook any appliances that are hardwired. You will need to hire an electrician to do so.

## **Plumbing**

- Our installers do not unhook or reconnect gas stoves, icemakers, gas dryers etc.
- TOILET - New wax ring will be installed - PRO FLOORS IS NOT RESPONSIBLE FOR ANY LEAKS FROM SUPPLY LINE AND WATER TANK.
- An adult aged 18 or over must be present to let the installers in.
- If you will not be home while the installation is being completed, we must have cell phone access in case questions or problems come up on the job. If we are not able to reach you, we may make a reasonable decision on how to proceed, which could mean additional charges such as additional floor preparation, etc.; or choosing between one of two or more possible ways to finish the flooring. We can not have crews idled because we can not reach the homeowner. You agree that you are responsible for the cost of additional work, or for the appearance of the job because our installers chose to finish flooring one way instead of an alternative method, and we were not able to reach you.

## **Pets**

- Homeowner is responsible for securing all pets prior to installer's arrival and for the duration of the installation.

## **Power and Room Temperature**

- Electrical power must be available at the job site.
- Carpet: Job site must be acclimated to at least 67 degrees for 3 hours before, during and after the installation.
- Hardwood and LVT: Job site must be acclimated to normal living conditions 3 days before the wood is delivered to the job site and then for the life of the floor.

## **Pull up of Existing Floors**

- Pull up and disposal of any existing flooring is not included with your order unless specifically itemized in the Sales Order.
- Asbestos: We are not licensed to remove asbestos flooring. We can go over it or you may hire an asbestos removal company.
- Pull up of glued carpet. We will quote you a basic price for this work, however we cannot be held responsible for unforeseen situations. If the glue on the existing carpet is extremely aggressive or if in the process of pulling it up there is damage to the subfloor that must be repaired we reserve the right to charge for the extra costs of additional labor and materials.
- Pull up of wood floors, tile, or vinyl. We will quote a basic price, however the price could rise due to unforeseen circumstances.
- We are not licensed to remove flooring or house components with lead paint.
- If extra charges apply you will be notified at once and you have the option of paying the additional money or doing the work yourselves. *There will be no refund of the materials ordered to do the job.*
- **For health reasons our installers reserve the right to refuse to pull up urine soaked floors or for other conditions. Additional charges**
- We cannot be held responsible for unknown circumstances. Our professional estimators make every effort to include every item we can foresee. For example, it is impossible to know if and how much leveling of a sub-floor may be required before the existing floor is removed. If leveling is required an additional charge may apply. Other such circumstances arise from time to time.

## Stairs

- There are many ways to install stairs. Be sure to discuss with your salesperson which method you want us to use. If the method of installation is not specified in the Sales Order, then we will choose what we determine in our discretion to be the best one.
- Custom work: It is best to A) discuss with salesperson and B) be home when the installer is doing the work so specific concerns can be addressed.

## Seams

- We guarantee professionally constructed durable seams. Professionally constructed seams are *not* invisible seams. There are many factors affecting whether a seam will be visible including but not limited to the type and amount of natural or artificial lighting in the room, the thickness, construction and color of the carpet.

### Quarter Round moldings

- Should be removed for best carpet installation

### Doors

- Door cutting is not included in your quote, if this should become necessary.

### Hidden Wires or Other Unusual Condition

- In the event the consumer has wires or other conditions hidden under their existing floor we must be notified of this fact prior to our pulling up the existing floor.

### Scheduled Installation Times

- Estimated arrival and finish times are only a guide. Many circumstances during the day can cause our crews to run ahead or behind schedule. You will be notified if this happens.

### Baseboards

- Carpet: Some surface scratching may occur. Touch up is the homeowner's responsibility.

### Patterned Carpet

- No pattern is without skew. No room is perfectly square. We do our best to get the most pleasing look in the room but some run off is possible.

### Natural Products

- Products made from natural materials (stone tile, ceramic tile, wool, real linoleum, etc.) have natural variations. Marble has marbling. Ceramic tile is made from clay, which has natural variations in color and glazing. Wool is a natural product that has natural color variations. As a result, you should expect variations. These natural variations are not defects, and no refund or replacement will be made for natural products that have normal color, texture, and appearance variations.

### Defective Flooring

- Fortunately, it is a very rare situation, but should we determine that the flooring materials that we install in your home are defective we make it **a top priority** to replace the materials.
- If it happens we will expedite your replacement.

- Monetary compensation is not provided for lost wages, lost revenue or any other contingency, including but not limited to the cost of other contractors, the cost for alternate accommodation or psychological distress.

### Job Completion

- Our installers are expected to clean up and remove all trash.
- Payment is due immediately upon completion of the job, to be collected by the installers. Property Management net 30
- If you will not be home at the time of completion, arrangements must be made to pay the balance in advance.
- Unpaid balances will be charged at 1.5% interest monthly.
- Unpaid balances may be secured by mechanic's lien on the premises.
- **NOTE: If your account is more than 7 days overdue you agree to the balance being charged to your credit card or processed by electronic check.**

### Cancelled Installation Policy

- Once you schedule an installation it must be cancelled before 12p.m. on the previous business day (Monday through Friday) otherwise a **\$25.00 fee** will be assessed for late cancellation.

### Maintenance

- Proper maintenance is essential for best results and warranty service. You can find maintenance instructions for all products at manufactory web page or request from our team. You agree to follow maintenance instructions. Do not use plastic over flooring to "protect it". This can damage your floor and void your warranty. For vinyl floors, please use shades or curtains to minimize the possibility of damage due to UV radiation and to keep your warranty intact.

### Miscellaneous Terms

- **No Other Agreement.** Except as otherwise mutually agreed in writing, this Flooring Installation Agreement and the incorporated Purchase Order are the complete agreement of the parties and supersede all other agreements or understandings, written or oral.
- **Indemnification:** Our liability for damage caused by our negligence or that of our subcontractors/agents shall be limited to the applicable policy limits of our liability insurance.

- **Terms of Payment.** In addition the terms stated above, you agree to pay all costs of collection, whether or not we enforce a mechanic's lien or otherwise file suit, including without limitation all attorney's fees, filing fees, and court costs as they are billed by us. Such unpaid additional costs shall be subject to interest at 1.5% per month until paid.
- **Limitation of Damages.** We will not be liable for any delay in performing any work or providing any materials hereunder, or any cessation of or interruption of services, including but not limited to those arising out of fire, flood, explosion, war, strike, power blackout, nature, civil or military authority, inability to obtain labor or materials or reasonable substitutes therefore, terrorist threats or activities or any other cause beyond our reasonable control or acts of God.
- **Limitation of action.** Except for claims for overdue balances, any other lawsuit hereunder shall be brought within one (1) year of completion of our installation notwithstanding any other statute of limitation that would otherwise apply.
- **LIMITATION OF REMEDIES AND DISCLAIMER OF WARRANTIES.** WE WILL NOT BE LIABLE IN ANY CASE FOR ANY LOSS OF USE, LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES. IN NO EVENT SHALL OUR LIABILITY EXCEED REIMBURSEMENT OF ANY MONIES PAID BY YOU UNDER THIS AGREEMENT AND THIS SHALL BE YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM HEREUNDER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **Unequaled Customer Service and the Industry's Best Warranty**

**I have read and agree to these terms**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Please send to:**

PRO FLOORS INC.

2285 Cemo Cir. – Gold River, CA 95670

**Or Fax to 916-581-6429**