

TERMS AND CONDITIONS – PLEASE READ CAREFULLY

1. All contracts are subject to management approval.
2. All contracts are contingent upon delays caused by either, weather, accidents, war, strikes inability to obtain materials from the usual sources, or other action beyond our control
3. Any and all unused or excess material is the property of Elite Concrete, Inc. Elite Concrete, Inc. has the right to order excess materials.
4. In the event customer refuses delivery of materials covered by this contract, customer agrees to pay Elite Concrete, Inc. a sum equal to twenty-five percent (25%) of the contract price for liquidated damages.
5. Payment is due upon completion. Any additional work shall not delay payment of original contract.
6. All discounts and/or warranties are void if balance, including all interest, costs of collection, and applicable attorneys' fees, is not paid in full upon completion.
7. Any portion remaining unpaid will bear interest at the rate of 1.5% per month (18 % per annum), with a minimum charge of \$2.00 per month, commencing 30 days after completion.
8. Customer agrees to pay any and all legal and/or collection fees, including but not limited to, court costs and attorneys; fees incurred by Elite Concrete, Inc. in the event payment is not made within the 30-day period and the Contract is placed in the hands of an attorney for collection.
9. Material warranty will be provided solely by the manufacturer of the material.
10. Material warranty is subject to the manufacturers' warranty specifications.
11. This Contract, if not signed, will expire 30 days from the date unless extended in writing by Elite Concrete, Inc. After 30 days, we reserve the right to revise our price in accordance with costs in effect at that time.
12. Nothing shall in any way restrict the right of Elite Concrete, Inc. to bring an action against the customer for non-payment or any default under this contract.
13. Special Order Goods: I know that I cannot cancel this contract at any time after the period of time given to me by law in which to cancel. After that legal period of time, I know that I have the obligation to pay you in full the amount owed.
14. The quotation on the face hereof does not include expenses or charges for additional bond or insurance premiums or costs beyond normal bond and insurance coverage, and any such additional expenses; premiums or costs shall be added to the amount of the contract.
15. RE: Collateral Damage. Elite Concrete, Inc. crews are trained to work carefully on projects to minimize damage to property adjacent to our immediate work areas. Elite Concrete, Inc. routinely arranges for marking of utilities. Sprinkler heads can be hidden and be damaged in spite of our diligence, however. Other minor repairs may be necessary, sod work around the edges of the new concrete work, for example. Elite Concrete, Inc. is not responsible for any collateral damage that may occur in the routine course of construction.
16. Elite Concrete is an established decorative concrete company using proven methods and techniques for coloring concrete. The crews are trained in the manufacturers' recommended installation procedures to maximize the long-term performance of the products. Each step of the preparation, texturing, coloring and sealing processes is carefully executed and monitored. This watchful approach ensures that the installation is durable and that the textures and colors are as close to the desired results as possible. The coloring agents used by Elite Concrete in the decorative processes are not paint products. Our materials react with the concrete to produce unique effects. Because the coloring agents are translucent, surface imperfections and inconsistencies are not covered, as they would be with paints. As with other materials, variations in concrete are normal and to be expected. Craftsmen create the textures in an uncontrolled environment. The occurring marbling and variegations in color and occasional surface irregularities enhance the natural appearance of the finished surface. Each project is custom crafted and has unique characteristics. While Elite Concrete strives to deliver the requested coloring and shading variations, it makes no guarantee that the coloring agents and texture mats will produce the same uniformity and consistency of paints or tiles. We ask that you acknowledge that shading and texture differences may occur in concrete as they do in all natural materials.
17. Older concrete floors can be stained when there are no major cracks or major flaws in the surface. Elite Concrete may recommend a light sanding or grinding to smooth and open the pores of concrete compromised by adhesives, tar, paint and other materials. Depending on how deep the floors need to be ground, the aggregate may be exposed and the mottling may be reduced somewhat or altogether. We can also resurface the floors with an overlay (a thin layer of cementitious material). The latter option may not be practical for every budget. While quite attractive, floors that have been sanded or resurfaced often will NOT have the same mottling, luster or sheen as new concrete that is stained.
18. Elite Concrete will not be responsible for water vapors that will occur with basements or with existing concrete. Water vapors can have an effect on how the color takes and how the sealers take.
19. Elite Concrete will not be responsible for moving any furniture, structures, or appliances from job site.

DEFAULT: I will be in default under this contract if 1. I do not make a payment when due; or 2. I break any promise I made to you in this contract; or 3. Something else happens which caused you to believe in good faith that I do not intend to pay you as promised; or 4. I default on any obligations for which I am using my home as collateral; or 5. Something happens to my house, which threatens your rights.

ARBITRATION: If I have a dispute or claim with you concerning the quantity, quality or performance of the labor or materials, I understand that my dispute shall be submitted to and/or settled according to the mediation/arbitration program developed in Oklahoma City, Oklahoma. I understand that the arbitration shall be binding and conducted in compliance with the Rules of the American Arbitration Association. I further agree that the venue of such arbitration or mediation shall be in Oklahoma County, Oklahoma. All costs for such mediation/arbitration shall be divided equally between Elite Concrete, Inc., and myself unless otherwise agreed in writing. I also know that any decision made by the arbitrator would be entered in the appropriate court having jurisdiction over you and me.

INVALID PROVISIONS: If any provision of this contract violates the law and is unenforceable, the rest of the contract will be valid. If any part of this contract requires payment of more interest than the law permits, then you will only have the right to collect from me the amount of interest which the law allows you to collect.

COMPLETENESS OF THIS CONTRACT: This contract can only be changed if both you and I agree in writing.

Customer Signature: _____ Date: _____