

CONTRACT PROVISIONS

These contract provisions apply to all work completed by Tulip Hardwood Floors (TULIP), whether written or verbally approved. Approval of work shall imply understanding and acceptance of these provisions, acceptance of the details of your proposal, as well as an understanding of TULIP'S Policies and Procedures document (a copy follows these provisions, and is also available at www.tulipfloors.com).

1. **ADDITIONAL WORK:** Customer understands that any additional work requested and completed, but not explicitly detailed in the proposal, shall result in additional charges. These charges will be assessed at a rate of \$55/hour per person, plus materials. While TULIP will attempt to provide an upfront estimate on additional work, it is the customer's responsibility to request a quote prior to having additional work completed.
2. **SUB-FLOOR WORK:** TULIP is not responsible for existing structural defects or code violations, i.e. problems related to pre-existing conditions in the subfloor. Any latent defects discovered during installation shall be brought to the attention of the customer. Unless explicitly noted, repair of these defects is not included in the proposal and may result in additional charges.
3. **BASEBOARD AND WALL DAMAGE:** Customer understands that baseboards and walls occasionally need to be touched up with paint upon completion of flooring work. TULIP will not be responsible for performing this work. Please budget some touch-up work into your overall flooring project, or if painting anyway schedule this to take place after flooring work is complete.
4. **PAYMENT:** The failure to make payment when due shall be a material breach of contract which shall entitle TULIP to suspend its performance and to rescind this agreement. Interest shall accrue upon (and be payable upon demand) on each installment of the outstanding balance from and after the date on which said installment becomes due and payable at the rate of 1.5% per month or 18% per annum after 15 past-due.
5. **COORDINATION:** Customer understands and agrees that if the work to be performed by TULIP under this contract is part of a larger project, it is essential to coordinate the work performed by TULIP with the work to be done by others so that TULIP's work will not be damaged. Customer agrees that TULIP shall not be responsible for any damage resulting from improper coordination.
6. **MATCHING:** TULIP does not guarantee an exact color match to submitted samples or existing flooring. Wood, as a natural product, varies from piece to piece. While we will attempt to do our best to match existing floors or samples, customer understands that it is impossible to perfectly match a naturally aged wood floor. Over time your new floor will match
7. Customer understands that weather tight and a stabilized interior environment should be maintained during acclimation and installation periods. Temperature and moisture levels should resemble the actual living environment of the jobsite.
8. TULIP does not carry liability insurance for moving furniture and appliances. If moving is part of TULIP's contract with customer, TULIP cannot assume responsibility for any resulting damage.
9. TULIP does not connect or disconnect any plumbing.
10. It is understood that no changes in this proposal/agreement shall be valid unless accepted by both TULIP and customer.

T U L I P

H a r d w o o d F l o o r s

■ CONTRACT PROVISIONS

Cases frequently occur wherein contractors who have been paid in full for contract work, nevertheless, fail to pay their subcontractors, laborers and suppliers. In such cases a property owner may have to pay additional money to clear liens filed against their property. To protect against such irresponsible contractors and to acquaint the public with this danger, the California legislature has required that every contractor give notice to property owners.

■ NOTICE TO OWNER

Under the Mechanics Lien Law (California Civil Code, Section 3082 through Section 3268), any contractor, subcontractor, laborer, material man, supplier or other person who helps improve your property but is not paid in full for his labor, services, work, material, equipment or supplies, furnished or to be furnished, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if any subcontractor, laborer, or supplier remains unpaid.

Under law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the country where the property is situated, and requiring that contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment and materials for the work described in said contract.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N Street, Sacramento, California 95814.

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Hardwood Floors

Flooring Work by Tulip

WHAT TO EXPECT ~ PROCEDURES AND POLICIES



■ WELCOME

This paper will provide you with information about Tulip Hardwood Floors' work procedures, job policies, and warranties. It is important that you read through this document and understand our policies prior to us beginning work.

■ POINTS OF CONTACT

Your primary point of contact regarding all job-related questions will be the supervisor on your job (the same person who initially provided you with the estimate). In addition, our main office is available as a resource Monday through Friday (8 AM – 5 PM) to answer any scheduling, accounting, or general questions.

■ WORKING HOURS

On the first day of work, our workers will arrive at the jobsite between 8:30 and 9:30 AM, depending on how far the jobsite is from our shop in Berkeley. It is important that somebody be present at the house on the morning of the first day of work. This will ensure that any specific areas of detail that are important to you will be directly communicated to the crew working on your floor.

Important Note for Sanding Jobs!

Please note that once the first coat of finish has been applied to the floor, **the crew applying the subsequent finish coats may arrive at anytime between 8:30 AM and 4:00 PM.** Each coat typically takes between 1-3 hours to apply, with one coat applied per day. This process will recur for as many days as is necessary to deliver the number of finish coats specified. If we do not have a key to the house, and no one will be at the house **all day**, please call us in advance to arrange a 4-hour window when we may come.

■ ENTRY ARRANGEMENTS

It is important that you make detailed entry and exit arrangements for our workers. Most clients provide us with a key, allowing our foreman to come and go as needed.† If you prefer not to give us a key, please note that it is your responsibility to specify alternative entry and exit arrangements. Due to the work procedures involved in sanding jobs (please see WORKING HOURS), it may often be difficult for us to provide a specific start and end time. If our workers show up at the job site and cannot enter, we may decide to send them to another job for the day, potentially affecting the end-date for your job.

■ FURNITURE MOVING

Our workers expect to find the work area(s) cleared of all furniture. If you have any furniture items that you are not able to move yourself, please let us know ahead of time. We realize that calling in a moving company to move one or two items is costly and inconvenient, and as such will attempt to assist you to the best of our ability. Our moving rates are \$130/hour for a crew of two. Additional workers if needed will be charged at a rate of \$65/hour per person. Please note that there is a \$260 minimum on all separate trips for moving.

† Tulip Hardwood Floors is bonded and insured up to \$2,000,000.

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Important Note!

Tulip Hardwood Floors is not licensed or insured to do moving work, and cannot be held liable for damage to fragile or valuable items. We highly recommend using a professional moving company, if possible. We are happy to refer a local reputable company if needed.

■ APPLIANCES

If any appliances or bathroom fixtures need to be disconnected (usually in conjunction with an installation job), we recommend that a professional plumber do this work. If necessary, Tulip will disconnect and move such items one way for a fee of \$50 / per unit. Reinstallation and/or reconnection of appliances or plumbing fixtures should be done by a plumber.

■ PROCEDURES

Installation: Our crews will install between 150 – 300 square feet of flooring per day, depending on room size, layout complexity, and flooring type. The noise level generated will be medium to high. Tools used will be: pneumatic nailers/staplers, air compressor, and various electric saws. Dust levels would be relatively low, so doors to areas not worked on should be kept closed, but plastic sheeting is not necessary.

Refinishing: Our crews will sand an average of 200-400 square feet per day. On the last day of sanding, the crew will paint a sealer or stain. On the subsequent 2-3 days, we will return for 1-3 hours per day to paint the floor with the finish of your choice. Due to the number of potential options available in a refinishing job (finish type, stain color, repairs), it is important for you to communicate to the supervisor and foreman on your job.

Noise levels will be high. Tools used will be a 200 lb. floor sander and various smaller sanding machines.

■ DUST

The sanding machines generate substantial amounts of very fine dust. While over 95% of this dust will be sucked back into the sander dust bags and attached vacuums, some dust will inevitably become airborne. **Regardless of what you may hear, there is no such thing as a 100% “dust-less” sanding job.** Some fine wood dust may cling to wall surfaces and collect on horizontal surfaces such as window sills. An hour or two of cleaning may be required after our work is completed.

That said, measures can be taken both before and after the job to create a virtually dust-free environment. Before beginning the sanding process, our crew will seal all openings to areas not being worked on with plastic sheets and masking tape. In most jobs, dust will not be a problem, but please keep in mind that we cannot guarantee a 100% dust free environment while work is in progress. If you have any special needs in regards to dust, please let us know prior to us starting work.

■ SMELL

During the finishing stage of your job, some finish products may emit unpleasant odors for a period of time. The oil-based polyurethane (please see our Resources page on our website for more information) is mildly toxic while wet, and has a distinctive strong smell which may linger for up to 10 days after the final coat has been applied. Any person sensitive to this situation should either make arrangements to stay elsewhere for the duration of the finishing process, or consider going with a water based urethane, which is as durable as the oil-base, barely toxic, and has a very slight inoffensive odor.

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■ PAINT TOUCH-UP

There is a possibility that the installation/sanding process will necessitate minor baseboard and/or wall paint touchup. Masking the bottom part of the baseboards, even with low adhesion blue tape, will often result in the paint peeling off when the tape is removed. Not masking may result in some urethane or stain getting on the baseboard. **Our bids do not include performing such touchups.** If you are planning on painting the baseboards and/or walls anyway, please try to schedule this for after the flooring work is finished.

■ PAYMENT

We accept payment by check, Visa/MasterCard/Discover, and cash. All jobs require progress payments prior to completion. This can be done by either calling our office for a credit card payment, or leaving a check for the appropriate amount at the jobsite, which our workers will pick up. The final payment is due immediately following successful completion of work.

On all refinishing work, the first payment of 70% of the total contract amount is due prior to the application of the first coat of finish or stain.

On installation jobs, progress payments are determined by the type of material. For pre-finished material, 70% of the total contract amount is due upon delivery of material, with the balance due upon completion of work. For unfinished material, 40% is due upon delivery of material, 40% upon completion of installation, and 20% upon completion of work.

For custom-order material, we ask that 50% of the contract total be paid prior to ordering material.

On some jobs a customer may decide to postpone the final coat of finish until a later date. If such a postponement results in more than 2 weeks of delay from the the previous coat, we require that 90% of the contract total be paid prior to completion.

Important Note!

While we will make every attempt to accommodate your needs, we reserve the right to stop work if the appropriate progress payment has not been made. It is your responsibility to ensure that we receive payment in a timely manner. If you need to make arrangements for us to pick-up payment, please give our office a call.

■ RESPONSIBILITY AND WARRANTY

Tulip Floors carries the mandated contractors' performance bond, liability insurance (up to \$2,000,000.00) and workers' compensation insurance. All of our crew members are experienced, highly qualified technicians, and problems which involve any of the above agencies are virtually non-existent. Even so, you can rest assured that if any damage to your property occurs, or if any of our workers gets hurt during or due to the work process, you will be fully covered.



Tulip is committed to delivering a beautifully crafted finished product, conforming to or surpassing industry standards on every job. We have built our reputation by doing anything within our means to ensure you are absolutely delighted with your floor. Tulip Hardwood Floors offers a full, life-time warranty against any defects resulting from our workmanship.