

DESERT MOUNTAIN COUNTERTOPS

TERMS AND CONDITIONS AND PAYMENT GUARANTY

PROJECT OUTLINE:

- All projects will have an initial estimate sent to Client (who may be the General Contractor or the Homeowner) outlining the approximated costs for labor and materials, which must be signed and returned to the designated DMC Project Manager before template can be scheduled. All prices on the estimate are subject to change once final template is taken and final finishes are selected.
- Lead time for fabrication will vary and is approximately 10 to 14 business days once deposit is received and template is taken, however no time frame is guaranteed. Installation typically takes 1 to 2 days to complete. Installation dates will be confirmed with Client by the DMC Project Manager. Both General Contractor and Homeowner must be present during installation. For the safety of the DMC installation crew as well as others, please DO NOT schedule other finishers to work on those days.

MATERIALS:

All materials MUST be signed off on by the Client prior to fabrication/installation.

- Natural Stone/Quartz Countertops: Natural Stone is a product of nature and may have color/pattern variation, pits, fissures, fill marks, scratches, and other cosmetic flaws. DMC is not able to or responsible for altering/fixing the stone in any way.
 - Due to the inherent pattern variation of natural stone, DMC cannot make any guarantee of pattern matching on seams/backsplash areas.
 - Natural stone that is brittle/schist in nature may result in wider/uneven seams/lamination lines.
 - Quartz countertops are unable to be polished, therefor seams may be more noticeable/rough to the touch.
- Cabinetry/Wood Finishes: Wood is a product of nature and may have grain/pattern variation, discoloring, knots, splits, and other cosmetic flaws. DMC is not able to or responsible for altering/fixing the cabinetry/wood finish in any way.
 - Due to the inherent texture/grain variation in wood, pattern/finish will vary throughout the product. DMC cannot make any guarantee regarding the consistency in the grain pattern/finish on the cabinetry/wood product.

POTENTIAL DAMAGES TO PROJECT SITE:

- Demolition of existing finishes and/or installation of new finishes may result in damage to adjacent areas, including but not limited to: drywall, paint, cabinetry, and tile. DMC is not responsible for any repairs or touchups caused by demolition or installation.

PLUMBING/ELECTRICAL:

- All plumbing and electrical MUST be disconnected prior to the scheduled installation date. Failure to disconnect plumbing or electrical will result in installation rescheduling, and a \$300.00 return trip fee will be added to the invoice. All sinks/faucets/necessary fixtures and cooktops/necessary appliances must be present on the day of template and /installation.

CLEANUP:

- During installation, the installation site is considered a temporary construction zone. For safety purposes, all installers must wear shoes at all times, use carts to wheel in heavy pieces of material, and have access to parking within a reasonable distance to the installation site. As with all construction zones, a certain amount of dust/debris is reasonable and to be expected during and after installation, both inside and outside the installation site. While DMC will do its best to clean the area once installation is complete, additional cleanup WILL be needed.

- A temporary workspace will be set up outside the installation site (typically the driveway/front yard) for the installation crew to cut, modify, or perform minor fabrication on the new materials during installation. DMC will clean the area as best as possible, but dust and small debris may remain behind.
- All cooktops, faucet holes, drop-in sinks, etc. must be cut AFTER the countertop is installed. While DMC will use vacuums to control the dust as much as possible, there will be dust present afterwards.
- DMC is not responsible for any additional cleaning or cleaning charges that may result from on-site fabrication, installation or the temporary workspace.

COMPLETION:

- At the conclusion of installation, a statement of satisfaction will be presented for the homeowner/job supervisor to sign. Any and all concerns regarding the installation MUST be addressed the DAY OF installation. Failure to be present to sign the statement will result in an automatic assumption of satisfaction, and any requests for DMC to return to address areas of concern will result in a minimum \$300.00 trip fee.

INDEMNIFICATION:

To the extent permitted by law, Homeowner and General Contractor, if any, agree to indemnify and hold harmless DMC and its owner, officers, agents and employees (collectively "Indemnatee") from and against all claims, damages, suits, judgments, actions, demands, losses and expenses (collectively "Losses") arising out of the installation of fixtures that is the subject of these Terms and Conditions, unless any such Losses (i) are attributable to the work done specifically by Indemnatee, and (ii) were caused, in whole or in part, by any grossly negligent act or omission or the willful misconduct of Indemnatee. Indemnatee shall not be liable for any damage to persons or to property caused by the actions, omissions, or conduct of Homeowner, any General Contractor, any subcontractor, any lower tier contractor or anyone directly or indirectly employed by any of them working at the same job site, whether before or after Indemnatee has completed its work.

PAYMENT AND GUARANTY:

- A 70% deposit is required on the day of template. Failure to provide deposit will result in production halt until the deposit is received. Any projects that are cancelled AFTER the final template is taken are subject to a \$300.00 template fee. The deposit will be non-refundable as soon as fabrication is started, even if project is cancelled.
- Payment in full is due when DMC arrives on the day of installation, in advance of installation.
- This form and the signature below shall serve as a personal guaranty that that the person signing shall make full payment for fabrication and installation on the day of installation. If payment is not received by DMC on the day of installation and in advance of the installation being done, the client signing below understands and agrees that DMC may refuse to install the final product until such payment is made.

Select one:

_____ General Contractor guarantees payment in full on behalf of all its clients and shall sign these Terms and Conditions and Guaranty one time only. By signing below, General Contractor represents that it has or will communicate these Terms and Conditions to the Homeowner.

_____ Homeowner guarantees payment on behalf of him/herself. General Contractor, if any, authorizes DMC to discuss project and payment details directly with the Homeowner.

By signing below, Client acknowledges receipt of, and agreement to, the Terms and Conditions listed above and the Payment Guaranty:

CLIENT NAME: _____

CLIENT SIGNATURE: _____

DATE: _____