

Concierge Business Solutions, INC.
DBA: Concrete Design and Repair (CDR)
1801 Austell, RD
Marietta GA 30008
www.concretedesignandrepair.com

General Terms and Conditions:

The parties hereto understand and agree that this Contract contains the entire understanding and agreement between them, that no promises, representations, agreements, warranties or understandings have been made or arrived unless specifically set forth herein and that this contract may not be amended except in writing.

Client and CDR acknowledge that he/they have read this entire contract, that they fully understand all the terms. Contained herein, that they have been given an exact and fully completed electronic copy. This Sales Contract/Proposal in its entirety is satisfactory and hereby accepted and approved.

This proposal is based on all the assumptions as listed. If unforeseen or hidden conditions at the time this contract was signed are encountered, adjustments may be necessary. Any alteration or deviation from the above proposal involving extra cost will be executed only upon the consent of the client. Especially when an estimate was made without a full visual inspection.

Description of Parties: The Property Owner(s) or requestor of the quote, henceforth referred to as Client hereby agrees to purchase from Concierge Business Solutions, Inc. Doing Business As (DBA) Concrete Design & Repair (CDR), henceforth referred to as CDR the described goods and Services referenced in the quote.

Client further acknowledges that CDR has agreed to furnish only the materials, improvements, labor, and services set forth in the Scope of Work (SOW) and that any additional materials, improvements, labor and services will require a CHANGE ORDER for the extra Payments and an additional SOW.

Description of Work: CDR proposes to provide Concrete Resurfacing, Concrete Repair, Concrete Polishing or Concrete Coatings to the agreed location and area(s) specified for each quote at the project tasks detailed in the SOW section of the quote.

Our Promise:

CDR will provide all materials, equipment, labor, & insurances required to perform the required work for this proposal;

CDR will perform all work with professional craftsmanship and in accordance with all applicable work safety requirements in order to meet and (or) exceed the Client's expectations.

CDR typical work hours – 8.30am to 6.00pm Monday thru Friday;

General Payment Terms: 50% of the total quote is due the date the contract is signed. Any remaining balance is paid upon completion of the project.

Other Payment Terms: For projects that request paid when paid terms or payment is not immediate upon completion of the work a 10% cost of money factor will be added to the total project cost.

LATE CHARGES: Assessed at 20% per month of delinquent balance will be charged.

Credit and Debit Card processing requires an additional 3.4% + \$0.30 per transaction in addition to the cost of total Project.

Schedule: All work should be scheduled and completed no later than 60 days from the date of this agreement. If work is rescheduled past 60 days for convenience of the buyer, CDR has the right to update the material and labor cost of the agreement.

SPECIAL AUTHORIZATIONS: If required, to complete such improvements to the Client's property, all permits and Authorizations have been obtained by the Client's and are not the responsibility of CDR.

CHANGE ORDERS/ MODIFICATIONS: Change orders and modifications to this original agreement must be Submitted in writing the Seller/Contractor and signed by authorized parties. Change orders and modifications may require an additional sum to Complete full installation of the resurfacing system. Changes; ONLY CDR and Client/Owner's rep, by agreement in Writing, may change proposal or scope of work.

Exceeding cost of the accepted proposal:

CDR is allowed to exceed cost of proposal up to 15% should on site Conditions require – the alternative is stop work, contact approving authority while labor/equipment standby, charges Accumulate OR close work job to remobilize at another time for an additional mobilization cost. The parties understand and agree that CDR shall not be liable for delays caused by circumstances Beyond their control.

Weather Delays: Ninety percent of our work must be done in dry weather. It must also appear that the Weather will be dry for at least 6 hours. We will not schedule work if it is forecasted to rain the majority of the Day. For the final acrylic coating, the surface must be completely dry and we cannot have any rain on the Surface for at least three hours. We reserve full and final judgment on the conditions for the application of the Products. Should the weather delay us from one job it may delay the start of the next phase on your job. We Encounter weather delays; we make every attempt to complete the job as soon as possible. But please be Patient, we schedule through the weather problems as best we can. Unanticipated site conditions, acts of God, may require cost/method/schedule changes.

Rain or temperatures below 45 degrees or above 90 degrees may affect the above planned schedule.

Coolness for exterior overlays: Our Concrete Overlay coating is typically 3 - 5% (color Dependent) cooler than Kool Deck® style coatings. • Sun Resistant:

Standard Limited 1 -Year Warranty: The limited one-year warranty offered by Concrete Design and Repair on its Concrete resurfacing systems. Any warranty beyond 1 year is a pass-through warranty offered by the product or System manufacturer. CDR warranty is on defects caused by poor workmanship. Poor workmanship will be Determined by a third-party expert on the installed product, selected by arbitration and paid by the Client. This is the total Warranty offered in this proposal.

Extended Warrantees

Our Concrete Resurfacing systems are Warranted not to discolor due to exposure to airborne pollutants and fumes such as sulfide gas. Our Concrete Resurfacing systems resists chalking, colors will not drastically fade or chalk, will not wash down to cause Stain on brick, trim or other surfaces below.

To keep any extended Warranty in affect, CDR must inspect the resurfacing project every two years to determine if and when the Project needs to be re-sealed.

The cost of the re-seal is the responsibility of the client and the cost must be established as an Option Cost in the scope of work.

Limit of Liability

CDR's limit of liability shall not exceed CDR's the total project cost including any profit for the services rendered. **As an example:** If the total cost of the project is \$10,000 (which includes: \$2,000 for material, plus \$4,000 for labor, plus \$2,000 for overhead and plus \$2,000 of Profit) CDR's Liability shall not exceed \$10,000

Staining: The surface can be stained by solvent materials, Biological debris, tire "burnouts", fire or flame, gum, etc. The same care should be used as with any surface Coating to avoid or minimize these staining items or activities on the surface of the coating.

Color Selection: In addition to the goal of color coordinating the concrete coating, every attempt should be made to Accommodate the potential of staining materials. For example, on a driveway, shades of gray or black should Be worked into the design. This will give a better wear to the material by hiding most of the surface debris and Reducing the cleaning maintenance required to give the best surface appearance.

Concrete Thickness: We assume a concrete slab for sidewalks and pool decks of four- (4) inches nominal, With either fiber mesh or wire reinforcement.

Concrete Strength: We assume concrete strength of 3000 - 3500 psi. The concrete below this strength is considered to be soft, and may cost more materials and labor to work with.

PH Rating: We assume that the concrete when tested, will have a pH rating of eight or below. If the rating is Higher than eight, there will be an extra charge of \$.75 per square foot to apply a primer.

Furniture: There shall be NO furniture placed on the surface for seven (7) days. The furniture should have no sharp edges that could scrape the finish. Damage caused by early placement or sharp edges is not covered Under CDR's limited warranty.

Foot Traffic: There shall be no foot traffic on the surface for 24 hours after completion. If you are not able to comply with this requirement, please advise CDR so special arrangements can be made. Failure to comply with this requirement may void your limited warranty.

Cleaning: The surface may be cleaned with any non-solvent dish or laundry soaps, such as Dove, Dawn, or Tide. Gum may be removed by spraying WD-40 on the gum and allowing it to soak for 5 - 10 minutes. For Biological stains, leaves, worms, etc., we recommend trying vinegar first. For tougher stains use Tri-sodium Phosphate (TSP) or CLR, manufactured by Jamie Industries, Inc. The use of any solvent-based cleaners, Specifically Pine-Sol and Spic-n-Span will void your warranty.

Sharp edges: Any equipment, tools, furniture, vehicles, etc., with sharp edges, can damage the finish. The Finish is stronger than concrete, but just as many of these items would damage concrete, they will also damage the concrete overlay coating. Our Concrete Resurfacing coatings are strong but not invincible.

Sprinklers: During the application of the coating and for 48 hours after, we request that you turn your lawn sprinklers off. If the sprinklers are activated during the coating process or within a few hours after the coating has been applied, damage to the coating will occur. This damage will be repaired at your expense.

Landscape/Lawn Fertilizing: During the application of the coating and for 48 hours after, we request that you Do not apply or have applied any fertilizer or other chemicals to the lawn. Landscape/shrubbery Removal/replacement is provided SOLELY as a service - normal care & protection will be provided for Removed plants, however, there is no guarantee of plant survival; by GA law, all excavations require utility Mark-out 3 business work days. PRIOR to any excavation.

Crack Repair: We believe that our crack repair system is the best available today. However, while our crack repair is approximately 80% effective, it is not 100%. **WE, THEREFORE, CANNOT WARRANT CRACK REPAIRS.**

Joints: Expansion, tool control and isolation joints, as well as saw cuts, is placed to reduce the likelihood of Cracking. These joints when less than 3/8 inches wide should be left open. If the joints are greater than 3/8 inch could allow water to potentially create an undermining problem, and they should have a backing rod placed and filled with caulk. All of these joints, must be either left open or if caulked, not coated. This Is the only way CDR will deal with joints.

Taping: We are not responsible for paint or wall surfaces that adhere to our painter's masking tape. We will use a special painter's masking tape to prevent water or dust entry. We use the same tape when masking to Prevent over-sprays. This tape is designed to not damage surfaces that are well bonded. If the surfaces are Not bonded well, i.e. loose paint, wall coatings tile, etc., the tape can possibly remove these loose surfaces.

Utility Access: We need to have access to a restroom, water & 30-amp electrical power available onsite within 100' of work area.

Wash Down Area: We require a small area to wash down our equipment and tools close to the work area. If the client does not specify a spot, we will pick a spot that we believe will have the least impact on your landscaping. If This item concerns you please discuss with CDR prior to signing the contract.

Spoil, Debris Removal:

If spoil, debris or any other material must be removed from the work site daily, additional disposal fees may apply.

Mobilization cost:

\$ 450.00 for each mobilization; additional site-specific conditions/exclusions may apply;

Required Testing:

Any required testing shall be done by Client/or Owner's representative at no expense to CDR.

Arbitration: In the unlikely event that the client has a dispute with Concierge Business Solutions, Inc. DBA Concrete Design and Repair, and the client hereby agrees that the dispute shall be settled by arbitration. through the Better Business Bureau of Metropolitan Atlanta. Disputes that are less than \$15,000 may be filed through the Georgia Small Claims Court.