



CLEAN AIR FLOORING REMOVAL, LLC

118 E. Turbo Dr

* San Antonio Texas 78216

Terms & Conditions

Any person or entity (referred to herein as "Customer") that (1) accepts an estimate, verbally, in writing or via electronic means, from Clean Air Flooring Removal, LLC ("Clean Air") or (2) schedules any work to be done by Clean Air agrees to be bound by the terms and conditions set forth below:

Bid Inclusions / Exclusions: Bid includes only the expected conditions, typically one layer of Flooring and appropriate adhesive or thinset, unless specifically included in the bid. Subfloors and other hidden issues may be discovered upon removal of the initial layer of flooring which may require additional work efforts that are not included in the contract price. Common issues include mud-bed, multiple layers of flooring, electrical or alarm wiring, conduit, painted or stained subfloor or floor prep. When floor prep is encountered, Clean Air does not typically remove all floor prep but strives to leave a smooth floor so minimal new floor prep is required for the new floor installation. If Customer desires all existing floor prep to be removed, it may be removed at additional cost.

Appointment Confirmation: Clean Air makes pre-calls to all Customers (or Homeowners) 3 days in advance to confirm appointment time, provide additional details to the Customer and reconfirm the scope of work. Appointments must be confirmed by Clean Air in advance. If Clean Air is unable to confirm the scheduled appointment with Customer 3 days in advance, Clean Air will cancel the appointment to allow time to fill the scheduled time slot.

Delays in work: Clean Air requires all necessary information such as address, accurate job scope, gate codes, entry details, phone numbers of responsible parties, etc. in order to begin work as scheduled. Unnecessary delays due to incomplete information, inability to access the jobsite, job not ready, or other delays in beginning work as scheduled will result in additional charges of \$125 per hour delay and Clean Air reserves the right to reschedule the job to a later date.

Conditions that impede work: Certain conditions, that are not the cause of Clean Air, may cause undue delay in the performance of work and completion of Clean Air's demolition. Such conditions may require additional costs and include but are not limited to insufficient power, interruption of work by other contractors or workers on site, limitations on work hours that were not previously communicated, etc.

Job Cancellations / Deferrals: Cancellations or Appointment Changes within 48 hours of the Scheduled Appointment are subject to cancellation or rebooking fees equal to the lesser of 30% of estimated job cost or \$500 (but not less than \$250) and is due at the time of Cancellation.

Exclusive Access: Clean Air requires exclusive access to the demolition work area to ensure a safe and efficient job site. Clean Air's work uses demolition tools which may be dangerous. Customers and other contractors are not allowed into the workspace while Clean Air demolition is in progress. Please ensure that contractors or other work efforts are not scheduled during the period of Clean Air's scheduled demolition.



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Customer is advised to make a thorough inspection of the completed flooring removal immediately upon completion by Clean Air. Damage must be identified / communicated within 24 hours of job completion and prior to any other contractor, installer or other worker initiating work in the area.

Damage / Repairs: Clean Air strives to avoid damage to Customer's property. However, flooring removal is demolition and some damage is unavoidable. Clean Air warrants our work against unreasonable damage to customer's property. In the event of unreasonable damage, Clean Air will repair or replace the damaged property or, at Clean Air's sole discretion, provide a monetary equivalent discount not to exceed \$500.

Clean Air does not warrant or take responsibility for damage caused by certain existing conditions including without limitation old & rotted door thresholds, baseboards that are caulked or glued to the floor, adjacent flooring materials that are bonded to the flooring material being removed (e.g. T-molds, shower walls, tub surrounds, fireplaces, etc.), damage caused or contributed to by existing construction deficiencies or existing conditions that are not visible. Clean Air will take care in those areas but are not responsible for incidental damage. Clean Air does not take responsibility for damage to particle board constructed furniture. Artwork and fragile personal property should be removed from walls or nearby shelves. Clean Air is not responsible for damage to artwork or other fragile personal property that remains in the vicinity of our work.

Paint Touch Ups: Minor dings & scrapes may occur due to the nature of our demolition work. Paint touch ups of walls and/or trim may be required and is not a part of our scope of work or contract. It is the responsibility of the Customer to perform or coordinate such touch ups at their expense.

Asbestos: Unless otherwise specified in the bid, if Clean Air encounters material that may contain asbestos, Clean Air will cease work and require the Customer to test for asbestos at Customer's expense. If any material test positive for asbestos, Clean Air will be compensated for the portion of work performed and the contract will terminate. It is recommended that Customer identify the potential of asbestos, and test accordingly, in advance of hiring Clean Air.

Baseboard or Quarter-Round: Baseboard or Quarter-round will be removed only as needed for the area of flooring removal. Additional Baseboard or Quarter-round removal may be done at additional cost and must be specifically included in the bid. Baseboard or Quarter-round removal is for disposal only. When Baseboard or Quarter-round has been caulked, glued or painted it is very difficult to save intact and is not recommended to remove unless full replacement is planned. Customer is responsible for any required Baseboard or Quarter-round replacement.

Gas & Water Connections: Clean Air will disconnect water lines but does not warrant any conditions resulting from water leaks due to leaking or non-working valves. Clean Air employees are not plumbers and are making any such disconnections as necessary only to complete the flooring removal work. Clean Air does not disconnect or reconnect gas lines or water lines and recommends that the Customer hire a licensed plumber of their choice for these purposes.

Toilets & Pedestal Sinks: For a reasonable fee, Clean Air will disconnect and remove toilets & pedestal sinks as well as dispose of them upon request. In many cases, the connections, water lines, bolts and flanges are old and brittle or fused together with calcium or rust deposits. They may easily break and must be replaced upon reinstallation. Customer accepts the responsibility and cost of such parts, repairs and installation.



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Furniture Manipulation: Standard furniture manipulation may be included. Excessive furniture manipulation extends the job completion time and may require additional cost. Clean Air manipulates furniture around rooms as necessary to complete our work. If Customer desires that Clean Air move furniture to garage or pod, Clean Air may choose to do so at additional cost, which must be specified in the bid. Clean Air recommends Customer hire professional moving companies for this purpose.

Clean Air does not disassemble or reassemble any furniture and does not move the following furniture: Antiques, pool tables, grandfather clocks, pianos, aquariums, gym equipment, safes, oversize refrigerators or ranges, ice makers, hot water heaters, electric motorized beds, waterbeds, oversized furniture (anything that is not safely moveable by 2 people), electronics, personal items, furniture that has not been cleared of personal items (eg. Bookshelves or china cabinets), artwork, expensive furniture, etc.

It is the responsibility of the Customer to have all such items removed prior to the arrival of Clean Air. Any items remaining could inhibit the work of Clean Air. Clean Air will remove flooring around any such remaining items or may move such items (Clean Air discretion) but will not take responsibility for damage to such items. Clean Air will not restore the items to their original location. Clean Air recommends the Customer hire professional moving companies to remove and reset expensive, oversized or sensitive furniture during the flooring removal and installation process. If Clean Air is required to return at a later date to remove additional material due to lack of access, minimum job fees will apply.

Commercial Jobs: All commercial jobs, unless specifically exempted by tax code, are taxable. Clean Air will charge state & local sales tax on all commercial jobs unless a resale certificate that alleviates Clean Air's responsibility to pay such tax is received by Clean Air prior to job commencement.

Payment Terms: Payment is due upon completion of the work. Payments received more than 5 days past due are subject to late fees of 5% and an annual interest rate of 12%, compounding daily beginning on the due date. Payments more than 30 days past due are subject to additional administrative, legal and collection fees.

Payment Options: Clean Air's preferred method of payment is Bank Transfer (ACH) through our QuickBooks Invoicing at no fee to the Customer. Checks and cash are accepted with no fee provided Clean Air receives them by the due date. Credit Card payment is available upon request and a 3% fee will be added to the Customer's bill.

Applicable Law and Venue: Texas law applies to all matters contemplated herein. In the event of litigation, venue shall be in the state or federal courts located in Bexar County, Texas.

Agreed & Accepted:

Date: _____

Customer Name: _____

Signature: _____