1. Clean Recoat LLC (the Company) will provide the following services to customer’s (the Customer) floors, as specified in the Company’s Terms of Service Agreement: (A) utilize one or more of the following methods as determined by the Company’s Field Techs to prepare the floors for protective finish (vacuuming, scrubbing, buffing, mopping, scraping, disinfecting, and abrasion; (B) apply a polymer-based finish to existing flooring.
2. The Company does not provide the following services: (A) removal of furniture, rugs, carpets from rooms to be treated; (B) sanding or removal of existing wear-layers or floor finishes (pet, water, paint or any preexisting blemishes or stains); (C) taping off or masking off of room base boards or trim; (D) provide barriers or barricades into rooms to be treated; (D) removal of animal or pet containment during the process of performing services or drying time.
3. The Customer represents that he or she has the authority to enter into a contract with the Company and agrees to keep the property free from any obstructive or conflicting claims that would interfere with the Company’s ability to work of perform work under this agreement.
4. Customer agrees to make full payment immediately upon completion of the work performed via credit card, Venmo, cash, check or money transfer.
5. Any and all disputes between Company and Customer shall be mediated by the American Arbitration Association under its Construction Mediation Rules in the state and county in which the contested service was performed.
6. Customer agrees that any/all changes made by the Customer from the original Estimate (written or verbal) may result in additional costs.
7. The Company reserves the right to discontinue work under the contract in the event of the significant change in Customer’s credit rating, unless satisfactory payment arrangements are agreed to subsequent to such change.
8. Pricing is based upon the work being performed during normal working hours (8 am-5 pm, Mon.-Sat.).
9. Work performed beyond a 25-mile radius of the Company’s office may be subject to additional trip/travel fees.
10. Force Majeure: Delay caused by floods, strikes, labor disputes, accidents, acts of God or other causes beyond the reasonable control of the Company shall excuse or extend the time for performance of the Agreement.
11. The Customer agrees to have 110-volt electric service available within 50 feet of the work to be performed and agrees to provide standard electrical outlets (including grounding). Overhead lighting is also required.
12. The Customer agrees to have a sealed home with temperature control devices operational for at least 7 days prior to the Company’s arrival.  In accordance with the rules set forth by the National Wood Floor Association (NWFA), Customer agrees to maintain a constant temperature of 70 degrees Fahrenheit and provide a relative humidity (RH) of 50% prior to the commencement of the work performed (and for at least 48 hours after the completion of work performed).
13. The Customer’s responsibility includes the removal of all furniture, fixtures, appliances, personal belongings and obstacles so that the Company shall have clear access to work areas. Furthermore, the Customer agrees to keep the job site free of other tradesmen, home occupancy, visitors and foot traffic of any kind until the Company completes the job as described or advertised.
14. The Customer agrees that the Company shall not be responsible for any expansion, shrinkage, cupping, buckling or other reaction of wood to moisture, or dryness without regard to size, grade or previous condition of the material.  The Company shall further not be held responsible for any type of pre-existing damage, stains or infestation from insects or animals.
15. The Customer is aware that the coating or application of floor finish to existing wood products may create minimal irritants in the air and the Customer has taken such precautions, as they feel adequate to protect the surrounding area/s from such.  Likewise, the Customer is aware that trace amounts of solvents may be contained in some types of polyurethane finishes, or any other solvent-based product used by the Company and the Customer should therefore take adequate precautions to protect themselves against such irritants.
16. Except for the Company’s negligent acts and omissions, Customer agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Company and Company’s agents and employees, from and against any and all claims, damages, losses, suits, and expenses attributable to bodily injury, death, or damage to property, that arises out of results from or is in any way directly or indirectly caused by any physical or structural condition, situation, state or position of owners home, its surrounding or adjacent property, design flaws, latent defects, or injury or damage caused by any act, error or omission of Customer or by anyone employed by Customer.
17. If Company’s products are proved defective, the exclusive remedy will be to replace the defective product or to refund the material price for the defective quantity.  Except for the replacement or refund remedies, Company is not liable for the direct damages or liable for indirect, incidental or consequential damages, regardless of the legal theory asserted, including negligence and strict liability.
18. The Company cannot be held liable in such instances where floor care history has contaminated the Customer’s floor, causing a failure of adhesion of Company’s product.
19. The Customer has read the Company’s MSDS on all products integrated into Customer’s property and can be viewed online at [www.cleanrecoat.com](http://www.cleanrecoat.com/) and agrees to the contents contained within.
20. The Customer has read the Company’s EXPECTATIONS GUIDELINES online at [www.cleanrecoat.com](http://www.cleanrecoat.com/)