



## Carolina Streetscapes (CS) Terms and Agreements

### General Contract Terms:

1. Proposal must be signed prior to execution. If it is not stated in the proposal, it is not included. Any changes to the contract must be in writing and signed.
2. Any permits needed, staking layouts, surveys, engineered drawings or any inspections are the responsibility of the customer unless otherwise noted.
3. The estimated "end date" is not a guarantee and will depend on weather, productivity, material availability and receipt of any payments due.
4. CS may charge extra if any other contractor or person delays, destroy or interfere with workflow or items already installed. Standby charges are incurred at rate of \$150/hour, per 2-man crew.
5. Additional trips to the jobsite to re-do, replace or take up any items that are not our fault, or if any unforeseen items are needed to complete the project, a change-order will be created and sent via email. Work in the change-order will not start until the change-order has been signed and approved by both parties.
6. CS will not be held liable for engineering failures unless the product was installed incorrectly.
7. A final walk/drive-through will be made at completion confirming all aspects of the contract have been completed.

### Materials:

1. All excess or unused materials are the possession of CS.
2. For all materials that need to be returned, or are denied for installation by the customer, restocking fees will apply, as well as the cost of additional labor to return items.

### Payments:

1. The price is valid for 45 days from when the contract was sent. After 45 days, the contract will be re-evaluated and re-sent by CS before moving forward.

### Warranties:

1. CS warrants all work performed for six (6) months from the start date of installation. The standard manufacturer warranty applies on all products.
2. Warranty does not apply if the product has been damaged by neglect, accident, vandalism, misuse, or exposure to extremes of heat, humidity, corrosive environments, or other acts of nature. Concrete has no warranty against cracking, chipping, breaking or color loss.
3. CS will determine whether to repair or replace defective materials. The customer will be responsible for the labor cost of the warranty.
4. CS is not responsible for any vegetation infestation after installation. Weed block fabric is not a guarantee.

### Additional Terms:

1. It is the responsibility of the property owner to mark property lines prior to the start of work. CS accepts no responsibility or liability for incorrectly marked property lines or errors in the survey. If access through a neighboring property is required, it is the responsibility of the property owner to obtain permission.
2. CS will contact a location service to mark all utilities before the project starts. Do not move these markings. If moved, a new relocation may be necessary and will delay the start date of the project.
3. If utility lines are hit during the excavation, demolition, or installation process, due to incorrectly marked lines, CS will not be held liable. If this does occur, an agreement will be made between CS and the customer to resolve the issue. Utility lines included are gas and electric.
4. The customer is responsible for the marking of all non-public utilities (i.e. irrigation, invisible fencing, satellite lines, etc.) before work commences and assumes responsibility for any damage caused by unmarked lines.
5. Any unknown objects encountered underground or above ground, or circumstances that may stop or delay work will be considered additional work and are not covered under the original contract. Examples include, but are not limited to, boulders, roots, construction footings, stumps, utilities, groundwater springs, etc. Additional work may be billed to the customer on a time and material basis.
6. When providing concrete demolition, the agreed-upon price assumes the concrete is a standard 4-6" thick with rebar spaced no closer than 16" and rebar size no greater than 1/2". The customer may be charged for additional demolition and disposal for concrete/rebar greater in size than listed above.
7. Replacement of any vegetation that may be disturbed during the project will be the responsibility of the customer unless noted otherwise.