

American Dream Flooring and Tile Terms and Conditions

Conditions of Sale Contract Terms Are As Follows:

American Dream Flooring and Tile (hereinafter referred to as "ADFT") and the "Customer" within this document shall be the person who accepts an estimate for the installation of goods and work from ADFT. The customer shall read these terms and conditions thoroughly before agreeing to any services offered by ADFT. By agreeing to the services offered, the customer is agreeing to these Terms and Conditions as the legal binding contract. If the customer has any questions or requires any clarification regarding any of the terms and conditions, the customer must request clarification from ADFT before agreeing to services.

Please initial here that you have read and understand these Terms and Conditions are the legal binding contract terms.

Terms and Conditions

Lifetime Warranty Terms - ADFT warrants our installation of "SELECT" "manufactured" flooring products purchased from ADFT for the "Life" or "Warranty Period" of the manufacturer's warranty. "Lifetime Installation Warranty" applies to manufactured flooring products purchased from and installed by ADFT only. These products include Carpet, LVP, Wood Laminate, Engineered Hardwood, Solid Pre-Finished Hardwood & Sheet Vinyl. Natural Solid Hardwood Flooring finished on site is warranted for 1 year. Ceramic tile, Porcelain tile or Natural Stone installations are warranted for a period of 1 year. Flooring installation of products provided by the customer and installed by ADFT are warranted for 1 year. Cabinets and cabinet installation are warranted for the duration of the manufacturer's warranty. ANY EVENT, ACTION OR CONDITION THAT VOIDS THE MANUFACTURER'S WARRANTY, ALSO VOIDS THE ADFT INSTALLATION WARRANTY.

Best Price Guarantee - ADFT guarantees that we will beat the price of any "Apples To Apples" quote on "Flooring with Floor installation" from a local competitor by \$100 or we will pay you \$100! Competitor must be a locally licensed and insured Flooring Retailer with a showroom and proper manufacturer licensing to warranty said products and installation for the "LIFE" of the product same as ADFT as well as provide a "Line Item" estimate with a complete description of all products, labor, scope of work to be performed including areas, measurements and warranties. THE COMPLETE "LINE ITEM" ESTIMATE FROM THE COMPETITOR MUST BE PROVIDED TO ADFT FOR REVIEW. In the event that "Same" product is not offered by ADFT or a "Line Item" competitor estimate cannot be provided, ADFT will make every effort to provide an equivalent or better product at the best value possible!

1. Estimates are honored for 30 days, unless otherwise noted.
2. Flooring customers - ADFT requires a minimum of $\frac{1}{2}$ (50%) of the total invoice paid up front by the customer in order to initiate the project. FINAL PAYMENT IS DUE AT THE TIME OF SCHEDULING OF INSTALLATION AND PRIOR TO THE WORK BEING PERFORMED unless otherwise noted on the invoice.
3. Remodeling customers - for larger-scale remodeling projects, ADFT requires payment in three installments unless otherwise specified on the invoice. First payment ($\frac{1}{3}$) due upon acceptance of the proposal. This payment authorizes ADFT to begin project planning, coordinate and secure scheduling with vendors, and purchase or order materials. Second payment ($\frac{1}{3}$) due upon scheduling and commencement of the first phase of installation or construction. Final payment ($\frac{1}{3}$) due prior to the commencement of the final phase of work and before completion of the remaining scope outlined on the invoice.

4. Invoices not paid in full are void of Warranty on Labor Performed.
5. If the customer fails to pay ADFT within 5 days or balance due, ADFT reserves the right to assess a 5% late fee, accruing daily.
6. All costs and quotes by ADFT are based on insured subcontracted service crews working regular hours, Monday through Saturday between 9AM-6PM. The amount of time a subcontractor is on site is dependent upon the appropriate amount of time needed to complete the contracted project.
7. Costs are subject to verification or site re-measure where applicable. Shortages or additional work require payment prior to the work being performed.
8. Restock fees for returned items are billed at 25%.
9. ADFT requires any and all items deemed valuable by the customer to be removed from the work area(s) by the customer. ADFT is not responsible for damaged or missing personal items or electronics. Damage to personal property is covered by Sub-Contractor Insurance and reimbursed through an Approved Claims process.
10. Grievances that may arise due to Customer's Personal Property do not substantiate withholding of final payment of Contracted Work. Grievances or requested accommodations are to be emailed to service@americandreamfloor.com. Defamation, slander, disrespectful communication or embellishment of ADFT or any of its employees, associates or subcontractors will be considered a breach of contract and void any and all warranties implied.
11. Unless otherwise specified by ADFT, the customer will be expected to clear all work areas of objects that could be deemed unsafe or hazardous, so the service team(s) can complete their work in a safe environment.

12. ADFT is not responsible for leaks that may occur due to moving appliances, sinks, toilets, or other fixtures in order to complete installations. It is the customers responsibility to ensure all Plumbing, Electric and Other Fixtures at the project site are in proper working order prior to and after ADFT is hired. If any Plumbing, Electric, or Fixtures is deemed unfit by ADFT, it must be corrected at the customers expense.

13. ADFT's estimate includes work as detailed in "Scope" only. Customer agrees that additional charges due to unforeseen circumstances under \$100.00 will automatically be performed and added to the final invoice. Additional charges over \$100.00 will be agreed upon in writing and paid in full prior to execution. Any changes to the original contract are not required to be rectified and are at the discretion of ADFT.

14. If the customer finds any work unsatisfactory, the customer agrees to immediately notify ADFT by phone 919-213-8068 or 843-450-0058 or email service@americandreamfloor.com to give ADFT ample time to resolve or discuss areas of concern. Customers are expected to communicate concerns in a polite and respectful manner throughout the reconciliation process, otherwise grievances will not be considered

15. ADFT may, at times, send multiple and different crews at ADFT's discretion, for job completion.

16. Rescheduled installation trips by customers due to events beyond the control of ADFT will be billed at \$125 daily.

17. Standards of quality are subject to industry standards and tolerances and not at the customer's discretion. Customer agrees that installation practices, methods and remedies are determined by ADFT and not by the customer.

18. Any attempt to solicit ADFT subcontractors for work to be performed without the consent of ADFT is considered breach of contract and will result in any outstanding invoice balances to be paid in full before the completion of any outstanding services.

19. The customer has the right to cancel this agreement within 3 business days from the date of execution. The customer must notify ADFT by signing this intent to cancel request and returning it via mail to American Dream Flooring and Tile 308-D Sherwee Drive, Raleigh, NC 27603.

20. Labor performed on Customer provided materials is warrantied at the discretion of ADFT and must be noted. No warranties apply to customer provided materials. "Lifetime Installation Warranty" solely covers labor performed on installation of flooring materials purchased from and provided by ADFT. Any event or circumstance that is not covered by the manufacturer or that voids the manufacturer's warranty will also void the labor warranty. Manufacturer Warranty and care information can be provided prior to purchase.

21. It is the homeowners responsibility to assure that "crawlspace" are properly encapsulated, free of mold and at an acceptable moisture level prior to purchasing new flooring. Issues caused by crawlspace moisture void warranties. ADFT can provide a referral for professional crawlspace inspection upon request.

22. It is the homeowners responsibility to assure that any required city, county, or state permitting is adhered to for any and all work being performed by ADFT. ADFT does not bear responsibility for obtaining required permits or inspections for work being performed, unless otherwise noted in the proposed scope of work.

23. ADFT reserves the right to change these terms and conditions from time to time.

Customer Acceptance and Signature

Customer Name (Print):

Signature:

 Date: 

**INTENT TO CANCEL:*

*I _____ wish to cancel this
sale and contract.*