

1. The parties to this agreement are PURCHASER and SELLER. PURCHASER represents that he/she has the authority and right to enter into this contract and that he/she agrees to keep the property and improvements free from any obstructive or conflicting claims that would interfere with SELLERS work performance under the contract.
2. Both parties to this contract agree that in the event of dispute the matter will be submitted for binding arbitration under the rules of the American Arbitration Association and that arbitration be the sole method of resolving any material disagreements. Both parties agree that they shall accept the finding of the arbitration and shall be bound thereby. It is expressly agreed that the prevailing party shall be entitled to reasonable costs and attorneys fees.
3. All plans and specifications noted on the face of the contract are made an integral part of this agreement.
4. PURCHASER understands that any changes which are to be made to the agreed upon plans and specifications, may result in additional costs for labor or material or both. PURCHASER agrees to pay such additional costs upon presentation of billing by SELLER.
5. Both parties agree NOT modification to this contract shall be unenforceable unless it is in writing and signed by both parties.
6. It is further understood and agreed that there are no other agreements between the parties, either written or oral, regarding the subject matter of this contract and that this contract reflects the full and complete understanding between the parties.
7. The contract is an offer by PURCHASER to buy from the SELLER and must be accepted by the SELLER in order to become binding on the parties. SELLER reserves the right to discontinue work under the contract in the event of significant change in PURCHASER credit rating unless satisfactory credit arrangements are agreed upon subsequent to such change.
8. The agreed upon cost in the contract is, unless otherwise indicated, based upon doing the work during normal working hours. In the event that overtime is required by the PURCHASER, PURCHASER agrees to pay additional cost as are usual and customary for overtime of SELLERS current labor rates.
9. Under current law, this agreement may be canceled unilaterally by PURCHASER by notifying SELLER in writing by registered mail by midnight of the 3rd day following signing of the contract. If PURCHASER cancels the contract any other time, he/she shall be responsible for any costs which may have accrued to SELLER furthermore, no return of materials delivered to job may be permitted without prior written approval of SELLER.
10. All prices that are based on plans or measurements provided by PURCHASER are subject to increase in the event of any inaccuracies therein.
11. FORCE MAJOR: Delay caused by floods, strikes, labor disputed, accident, acts of GOD, or other causes beyond the reasonable control of the SELLER, shall excuse or extend the time for performance of contract. PURCHASER has provided for such property damage insurance as he feels adequate.
12. PURCHASER agrees to have all work areas broom clean and ready for floor layers and/or finishers when they arrive. SELLER is not responsible for moving any furniture. SELLER shall not be responsible for any damage resulting therein. PURCHASER also agrees to have 220 volt, 30 amp power available within 100 feet of work area via standard electric outlets.
13. PURCHASER responsibility includes the removal of all furniture, fixtures and appliances so that the SELLER shall have clear access to the work area. Unless specified, this contract DOES NOT include sub-floor preparation.
14. PURCHASER is responsible for providing proper temperature and humidity conditions at the job site. PURCHASER is aware that wood products can be adversely affected by too little or too much humidity, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.
15. PURCHASER accepts responsibility for materials delivered to job site in good order by SELLER on his supplies and agrees to provide protection against theft and damage from the elements.
16. SELLER agrees to furnish the materials specified in the contract and to complete all work called for in a professional and workmanlike manner, according to standard practice in the industry.
17. MATERIAL WARRANTIES are solely those of the manufacturers of the materials specified. PURCHASER agrees to look solely to those manufacturers for all warranty claims. PURCHASER further agrees that SELLER shall NOT be responsible for any consequential damages arising as a result of the failure of misuse of any products or any defects in regards to material.
18. PURCHASER is aware that job site temperature and moisture conditions may adversely affect wood products and therefore PURCHASER expressly agrees that SELLER shall NOT be responsible for any expansion, shrinkage, cupping, buckling or other reaction of wood to moisture or dryness without regard to the size, grade or previous condition of the material. SELLER shall further NOT be held responsible for any type of insect infestation.
19. PURCHASER is aware that sanding of wood products will create dust in the air and PURCHASER has taken such precautions as he/she feels adequate to protect the surrounding area from such dust. SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE DUST NOR SHALL SELLER BE RESPONSIBLE TO CLEAN SUCH DUST.
20. WARRANTY available only through maintenance service contract. NO guarantee provided under other form of service unless specifically so stated. Obligation of contractor and company is limited to value of products supplied. ALL DEPOSITS ARE NON REFUNDABLE.
21. PURCHASERS responsibility for all value items in house. WOOD FLOORS BY CLASSIC will NOT take responsibility on any valuable items missing during or after work completed.
22. Finish is not guaranteed against scratches.
23. On all staining jobs, price in contract is for 1 coat of stain unless otherwise specified at time of signing. Each additional coat of stain will be charged at additional cost.

Estimator: John Meir Danino

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