

**ADDITIONAL CONTRACT TERMS AND CONDITIONS**

**Acceptance of Proposal:** The Signed Original Proposal, Signed Additional Terms and Conditions, Signed Hardwood Resands Sheet, Signed Homeowner Information Sheet, Signed Hardwood Installation Information Sheet, and Signed Tile Installation Information Sheet must be returned to NEW HORIZONS FLOORING CO. (hereinafter "NHFC") prior to commencement of the work. All forms can be found at [www.newhorizonsflooring.com](http://www.newhorizonsflooring.com)

**Terms of Payment:** Contracted price is due to NHFC from CUSTOMER upon completion of job up to \$12,000.00. If the job is above \$12,000.00, 50% is due on the first day of the job. Terms of payment may be modified only by written terms on original contract. All payments are due at NEW HORIZONS FLOORING COMPANY via hand delivery to NHFC or its authorized agent. In the event the work is done pursuant to an insurance claim, any delays in payment or non payment by an insurance company does not excuse CUSTOMER from full payment of the Contract price according to the terms contained herein.

**Late Payment/Interest:** In the event of non-payment of any sums due NHFC as herein provided for and in Change Orders, if any, relating to the project herein described, CUSTOMER agrees to pay interest on such sums from the date due as above described until paid to NHFC at the rate of twenty one percent (21%) per annum as well as any and all costs of collection incurred by NHFC, including but not limited to, reasonable attorney's fees whether or not suit is brought to affect such collection.

**Exclusions:** This contract **excludes** the following: (a) Any work not specifically listed on the original proposal; or, (b) any additional work that may be ordered by the building department having jurisdiction over the site of the project.

**Certificate of Substantial Completion:** As part of consideration for the work of NHFC on the project, CUSTOMER agrees, upon the request of NHFC, to execute a Certificate of Substantial Completion in the form submitted by NHFC upon substantial completion of the project.

**Force Majeure:** No failure nor commission by either party in the performance of any obligation pursuant to this acceptance shall be deemed a breach of this Acceptance or create any liability if the same shall arise from any cause beyond the reasonable control of a party, including, but not restricted to, acts of God, fire, storm, flood, earthquake, riots, strikes or other work stoppage, war, difficulties from any energy shortage, raw material shortage or governmental acts or guidelines, or other causes beyond the control of NHFC. A party whose performance is affected by said conditions shall promptly inform the other of the details of such cause and shall endeavor to rapidly remedy the cause, if within their ability to do so, and resume its obligations as soon as possible after such cause shall have been removed.

**Remedies:** If written Notice of defects or non-performance by NHFC of this contract or any part hereof has not been received by NHFC within fifteen (15) days of the earlier of: (a) receipt by NHFC of a Certificate of Substantial Completion; or (b) NHFC advises CUSTOMER it has completed the Project/Work described in the aforesaid contract, then the Project and the work performed in conjunction therewith shall be deemed to have been unqualifiedly accepted by CUSTOMER, and the CUSTOMER has waived any and all claims with respect to said Project/work and material and performance by NHFC of this Contract. No such claims against NHFC of any kind shall be valid except those raised in writing by CUSTOMER during performance by NHFC of this contract or as set forth herein. On no account shall NHFC be liable to CUSTOMER for consequential damages and liability of customer as to any claim for any loss or damages arising out of, connected with, or resulting from the Project/work performed by NHFC and in no case shall any liability of NHFC exceed the price of the project to which the claim relates.

**Premise Availability:** CUSTOMER will make the property upon which the Work is to be performed available to NHFC from 7:30am until 5:00 p.m Monday thru Friday and any and all other agreed upon times as modified and agreed to in writing on the front of this contract. CUSTOMER understands that Flooring Activities result in elevated noise levels and debris. NHFC will insure that the work area will be cleaned up upon final completion of the work as outlined in this Contract.

**Permits:** CUSTOMER will be responsible for obtaining all necessary and required state, county, city and local building permits.

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Customer Signature(s) \_\_\_\_\_ Customer Signature(s) \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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**Warranty:** Work includes a ONE (1) year warranty on labor and workmanship unless stated otherwise in the Contract. Warranties on materials furnished by NHFC are limited to the manufacturer's warranty and do not cover the following items which include but are not limited to abuse, neglect, alterations or damages caused by others.

**Materials:** If materials for this Project/work are ordered and cancelled before work on the Project commences, CUSTOMER is responsible for any restocking costs and inbound and returned shipping charges to NHFC. If materials are specially ordered to CUSTOMERS specifications, CUSTOMER is responsible for the entire value of the order as soon as production of said materials begins. NHFC will retain title to any materials that may be furnished until final payment is made and if settlement is not made as agreed, NHFC shall have the right to remove same and NHFC will be held harmless for any damages resulting from the removal thereof.

**Assignment and Delegation:** The CUSTOMER may not assign any rights or interest to this Contract without the prior written consent and approval of NHFC. No delegation of any obligation owed NHFC nor the performance of any obligation of CUSTOMER to NHFC shall be made without NHFC'S prior written consent.

**Indemnification:** CUSTOMER agrees to indemnify and hold NHFC harmless from any and all costs (including attorney's fees), expenses and damages resulting from any claim brought against NHFC by virtue of any negligence or fault of CUSTOMER including, but not limited to, claims for personal injury.

**Waiver/Severability:** Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of any of the terms, provisions or covenants of the Acceptance shall not be construed, except as herein otherwise set forth, as a waiver by either party of any subsequent breach or default of the same or any other terms, provisions or covenants by the other party. Should any provision hereof be deemed contrary to the laws of Colorado, such provision shall be deemed severable from this Acceptance and not affect the enforceability of the balance of this Acceptance.

**Governing Law/Choice of Venue:** This Acceptance and the legal relations between NHFC and CUSTOMER shall be construed in accordance with the laws of Colorado. CUSTOMER'S signature warrants that for purpose of determining venue for bringing any legal action on the account that venue shall be either in Adams County or the City and County of Denver at the election of NHFC.

**Right of Rescission:** CUSTOMER shall have until midnight of the third business day after the date on which this Contract is signed to cancel the Contract. Said cancellation must be in writing and sent to NHFC at the address listed in the Terms of Payment Section of this Contract.

**Entire Agreement/Amendments:** This acceptance constitutes the entire final binding agreement between NHFC and CUSTOMER with respect to the project (i.e. work and materials) itemized on the front of this form and supersedes any and all prior orders and agreements between the parties, either verbal or written. Any alteration or deviation from the provisions on the front of this Contract and this page will be valid only if made upon written Change Order signed on behalf of CUSTOMER and NHFC and will be subject to extra charges over and above the amount set forth in the Contract. This Contract shall become a contract between NHFC and CUSTOMER upon signature by the CUSTOMER and is subject to the Force Majeure provisions hereinabove set forth. Copies of this document disclosing signatures of the parties shall have the legal affect of an original. This Contract may be executed in counterparts with the same force and effect as though all signatures appeared on one original document. Facsimile signatures are binding and enforceable.

Customer Signature(s) \_\_\_\_\_ Customer Signature(s) \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name