

Century Concrete Construction Inc.

1424 North Park Drive Kingwood, TX, 77339

Office – 281-358-1122

Mobile – 713-545-6723

www.centurycci.com

PROPOSAL

The Terms and Conditions and Maintenance Instructions on the reverse side are a part of this Contract. This Contract is made as of the date of written acceptance by Century Concrete Construction Inc., a Texas Corporation ("Contractor"), between Contractor and

NAME _____

JOB ADDRESS _____

PRIMARY CONTACT NUMBER _____ SECONDARY CONTACT NUMBER _____

CELL NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

The Contractor agrees to perform the following scope of work:

AREAS TO BE POURED

- POOL DECK
- COPING CATLEVER
- PATIO
- STEPS
- PORCH
- SIDEWALK
- DRIVEWAY
- GARAGE / EPOXY
- OTHER

SPECIALITY CONCRETE WORK

- SEAMLESS STAMPED CONCRETE
- SEAMED STAMPED CONCRETE
- STAMPED CONCRETE BORDERS
- ACID STAIN FLOORING
- DECORATIVE CONCRETE SCORING
- CONCRETE SEALING OR RESEALING
- ARBOR
- FLAGSTONE WORK

OTHER WORK

- CONCRETE BREAK OUT AND REMOVAL
- SAWCUTTING
- MASTIC
- CRACK TREATMENT
- AREA DRAINS
- CHANNEL DRAINS
- LATERALS

Other _____

For the sum of _____

Initial _____ Century Concrete Construction is not responsible for sprinkler system removal or leaks caused during the construction process although we will make every effort not to damage any lines. It is the Customer's responsibility to check and have repaired if needed before concrete is poured.

Initial _____ In some cases tree roots will need to be grinded down or taken out before new concrete is poured. Century Concrete is not responsible for any trees dying from the result of cutting or grinding roots.

PAYMENT SCHEDULE

Upon Acceptance	20%	\$ _____
At Pour	60%	\$ _____
Upon Completion	20%	\$ _____

CONTRACT CHANGES: Any deletions or additions to this Contract must be in writing and signed by all parties hereto and the appropriate expense charges will be reflected accordingly. This Contract and any written additions thereto, constitute the entire Contract between Owner and Contractor and no other provisions, expressed or implied, shall be binding. If any portion of this Contract is determined to be invalid, such findings shall not void the balance of the Contract.

UNDETERMINED CONDITIONS: In some cases channel drains, or area drains, will need to be added for proper drainage. Also, sewer cleans outs maybe hidden under shrubs or grass where new concrete is to be poured. If so, a Change Order will need to be drawn up and signed by both parties.

NO COMPLETION DATE PROVIDED: Because of numerous factors beyond the control of the Contractor such as weather, strikes, availability of material, etc., a specific completion date cannot be guaranteed.

PLEASE READ REVERSE SIDE BEFORE SIGNING

OWNER _____
CONTRACTOR: CENTURY CONCRETE CONSTRUCTION INC.

DATE _____

BY: _____

DATE _____

NOTE: 1. Owner may cancel this Contract, without penalty or obligation, within three (3) business days from the above date.
2. The detailed estimate attached is part of this contract.

TERMS AND CONDITIONS

Owner and Contractor also agree to the following terms and conditions:

1. **Warranty.** Contractor warrants that all work shall be free of defects in material and workmanship, for a period of (1) year when subject to normal use and care. Upon written notice within that period, Contractors will remedy any such defects without charge, provided Owner has complied with all of the terms of this Contract, including full payment of the Contract amount.
2. **(EXCLUSIONS OF WARRANTY) DUE TO THE INHERENT MOVEMENT OF THE GROUND CENTURY CONCRETE ONLY WARRANTS AGAINST STUCTURAL CRACKS . HAIR LINE CRACKS OR SHRINKAGE CRACKS ARE NOT COVERED IN WARRANTY, FOR MORE DETAILS PLEASE ASK YOUR SALES ASSOCIATE.**
3. **Improper Maintenance.** Defects or failures caused by mistreatment, neglect or improper maintenance shall be repaired at the Owner's expense. The Surface Maintenance Instructions below are hereby made a part of the Contract. All warranties shall become void, if during the warranty period, work is performed on the concrete or its substrate by anyone not authorized by the Contractor.
4. **Damages from Natural Causes.** Contractor shall not be responsible for damage resulting from natural causes or an act of God, including earthquake, ground swells, inundations, ground and/or hillside motion, landslide or any natural or accidental cause of peril resulting from storms, flood, war, riot, or freeze damage.
5. **Damage from Masking Materials.** Contractor will exercise reasonable care when masking materials are applied and removed, however, some loose paint may be damaged and the Contractor is not responsible for such damage.
6. **Property Lines.** Owner shall be responsible for the work being done within Owner's property lines and in conformity with local zoning ordinances. The site shall be clear or easements, or setback restrictions, and Owner shall hold Contractor harmless from any liability to Owner or third persons such as work beyond said property lines.
7. **Site Preparation.** Owner shall be responsible for site preparation, including removal or protection of all personal property in the area to be worked. Contractor shall not be responsible for removal or replacement of said items. Owner is also responsible for protection the work from damage due to sprinklers, pets, children, servicemen etc. During and after the concrete pouring process.
8. **Water and Electricity.** Owner agrees to furnish Contractor with water and electricity necessary for the installation of the new concrete.
9. **Nonpayment.** Contractor also reserves the right at any time to stop work until such time as past due payments according to the payment schedule for this contract are brought current, such work stoppage shall not constitute grounds for any breach of contract . Before resuming work because of past due payments, the full amounts of the contract shall have been paid to Contractor. If collection is required, Owner shall be responsible for legal interest and reasonable attorney's fees incurred therein.
10. **Mandatory Arbitration.** Contractor and Owner hereby agree that all controversies, claims or disputes between them arising out of or relating to his Contract, or the breach thereof, including without limitation, contract, tort, or other controversies, claims or disputes, shall be arbitrated in Houston, Texas in accordance with the BBB Care Program of the Better Business Bureau and the BBB Rules of Arbitration (Binding). Demand for arbitration may be made no later that the time that such action would be permitted under the applicable Texas statute of limitations. Each party shall pay all of their own arbitration expenses, including, but not limited to, arbitration fees, attorney's fees, and experts fees. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.
11. **Stamped Concrete.** When the sealant is applied approximately 5 to 7 days after concrete is poured contractor will need final approval of stamped Concrete before sealer is applied. The customer will be notified 2 business days in advance of coming out to the job to insure that someone will be there to Approve the job. If for some reason the decision cannot be made to seal or the appointment is missed there will be a \$200.00 dollar charge to come back at a prior date to complete the job.

Maintenance Instructions

These instructions below have been designed to protect your new concrete from possible damage and ensure its continued beauty.

HOW SOON CAN IT BE USED?

1. The new surface can be walked on 24 hours after completion of sealer.
2. Furniture, pots, etc. can be replaced 72 hours after completion. Furniture must be fitted with plastic protectors to avoid scrapes.
3. Vehicular traffic may be resumed after 21 days.

NOTE: Concrete does not reach its full cure and strength for 28 days after application and should be used accordingly.

CLEANING: All concrete should be washed down regularly with clean water using a hose and pressure nozzle. A medium bristle brush should be used to loosen dirt and debris if necessary.

REMOVING STAINS

Areas with stains should be brushed (medium bristle) with a mild solution of water and detergent, and then thoroughly rinsed with clean water.

DO NOT USE 1. Wire Brushes 2. Power Buffing Machines 3. Cleaning Compounds other than shown above

I HAVE READ, AND FULLY UNDERSTAND THESE MAINTENANCE INSTRUCTIONS.

PROBLEMS: As provided above, whenever a potential problem exists with your concrete immediately contact the Contractor before any remedial work is undertaken to keep your Warranty in effect.