



TERMS AND AGREEMENT

Thank You for choosing to work with our company on your project. We believe in providing our clients Best Work: Error-Free, On-Time, Every Time. This document helps to set clear expectations on how we can work together effectively and come to a win-win for your project. Your Project Leader is a good point of contact as we work together. If at any time you need to reach me directly – my cell is 260-415-1951 and my email is nick@dancer.design.

This is written in plain-speak English because that is how we think. Only lawyers can decipher legal language.

PERMITS

All permits or applicable certificates for any construction work should be handled by the owner or General Contractor.

LIABILITY AND INSURANCE

We carry all necessary liability insurance and everyone employed by our company on your site is covered by Worker's Compensation Insurance. Please email office@dancer.design or your Project Leader for any insurance or tax information you may need. We have any and all insurance you may ever need.

We will be using large concrete grinders and vacuums in your space during the installation. There may be small dings, dents, and some scratches from our equipment on the walls by the time we finish. We recommend installing our floors prior to the final coat of paint or expect the painter to have some 'punch list' or touch-up type work upon finish. Our work is also done with the expectation that trim goes in after we finish – up at least 3.5" from the finished floor height and ¼" from the wall.

If there is any damage beyond this, please let us know. Your project will be assigned an on-site Team Leader and Project Leader – please reach out to them at any time. Before we get on-site, you will have their email address and phone number.

SCHEDULING AND STANDARD TERMS

Projects are placed on the schedule when we receive official notice to schedule via Purchase Order, Contract, Deposit, or the Signed Agreement has been received (this one).

Our installation price assumes normal day-time, weekday business hours with normal working conditions. We can accommodate weird hours or weekends with a premium.

- Work that must be completed on a Saturday or on overtime of our Team is at a 15% premium.
- Work that must be completed on a Sunday is at a 30% premium.
- Night work for second or third shifts is at least a 10% premium.
- Normal working conditions exclude, but are not limited to, the following: prevailing wage, union wage, certified payroll, mandatory work stoppages, operational delays.

WHAT TO EXPECT

Best Work: Error-Free, On-Time, Every Time, requires a few things before we start working on your space. These things give our Teams the tools they need to do the work.

BEFORE WE START

- Power requirements are in your proposal.
- The space should be empty. No trim. No doors.
- The space needs to be well lit.
- We need access to water. Additionally, we need a space to empty water or slurry waste.
- A dumpster or a designated place to put trash.
- A temperature-controlled space between 60-80 degrees.
- Dust control is handled with dry concrete vacuums. Additional dust control measures are discussed below.
- We value being Neat, Clean, and Organized. However, the nature of our work is dusty. We recommend doing a deep clean of the space after we finish.

POLISHING AND STAINING PROJECTS

- We recommend curing the concrete for 30 days before proceeding with polishing the concrete.
- Any slab shrinkage from additional curing is the responsibility of the owner or concrete contractor.
- Polishing is a variable process with variable results. These results are the desired characteristics of using stained and polished concrete. Every floor will be unique and can vary from sampling.

RESINOUS FLOOR COATINGS

- The space **MUST** be air-conditioned and temperature-controlled before the application.
- Successful installation typically requires the slab moisture to be below 75% Relative Humidity (RH). Moisture readings that are higher will need to have a moisture mitigation system installed for work to proceed at additional cost.
- Moisture readings in concrete can change based on a variety of factors.

DUST

We use the best vacuum and HEPA filter technology available to minimize our exposure to concrete dust, as well as keep the job as clean as possible. We will also work in a way to meet OSHA's 2017 standard for silica dust. During all dry grinding steps, an appropriate vacuum will be connected to the grinder. There will be no 'clouds of dust'. Inevitably, there will be traces of dust in the environment when we leave. We recommend a good cleaning or hiring a cleaning crew once we finish. We like to work Neat, Clean, and Organized – but construction is a messy business.

If you have HVAC openings to collect air and distribute to other parts of your building, we recommend you cover these while we work.

If your project requires extensive dust control measures – for example, work to be done in phases in an open area – please ask your Project Leader about our DUST CONTROL PACKAGE, which includes additional measures such as temporary enclosures and air scrubbers. We have worked in medical prototype rooms, food manufacturing, operational kitchens, and operational hospitals – we can make it work. Unless noted on your bid, this additional package is over and above normal work pricing.

CHANGES TO WORK

Unless noted, the proposal is based upon a single set-up mobilization and completing the work in its entirety. Additional fees may apply if this cannot be accommodated.

If additional work is to be done while we are on-site beyond the current contract or scope, this work will be billed at the end of the project, or as part of the progress payments via change orders.

REPAIRS

Unless noted on the proposal, an estimated repair budget for the flooring is to be carried by the general contractor or owner. Repairs to concrete floors are typically unknown until the first cut is complete. These repairs may include the patching of pop-outs, cutting extrusions from concrete, cutting and filling cracks or joints, or any additional repair or prep work needed to achieve the desired finish. Unless noted otherwise, we will keep track of our time and material and bill accordingly. Please address the damages with your on-site Team Leader.

We will not laser check, or check floors with a level before beginning installation. We expect all floors to be within normal concrete standards of less than ¼" difference in 10'.

REPAIR RATES

- Misc. patching is \$80 per man-hour.
- Misc. grinding of a concrete surface includes labor, specialty diamond hand grinder, vacuum and consumable diamond tool wear at \$150 per hour.
- Misc. grinding of a concrete surface includes labor, specialty walk-behind concrete grinder, vacuum and consumable diamond tool wear at \$275 per hour.
- Materials used will be billed at a 10% minimum markup from all costs including tax, shipping and product costs.

WARRANTY

We offer a full 2-year warranty all-inclusive warranty on installation. This warranty is for any DANCER installation of our own brand name systems, including StrongTread, TreadWell, and Surface.

5-year warranties are available for any installation that requires a moisture mitigation system or mortar base.

All work done to your concrete surface is a topical-type treatment. We cannot change the inherent concrete characteristics of slab movement, shrinkage, cracking, curling, or scaling. Yes, concrete can move and shrink. Concrete creates a strong and durable floor, but it is not indestructible.

For work being completed with a specified manufacturer by the Architect or General Contractor, our warranty covers our installation, and material is covered by the specified manufacturer. Our installation warranty is up to what is required under that agreement, typically 1-year.

CARE AND MAINTENANCE

We seal the floor upon completion. The floor will be finished when we leave the job site. If construction continues after we leave, we recommend the installation of a protective board, such as Ram Board. All continuing care and maintenance is the responsibility of the end-user. Care and Maintenance instructions will

be provided upon completion and can also be found on our website under 'Resources.' We also offer floor buffing, conditioning, and re-sealing treatments. No need to replace your floor. We can 'refresh' them.

PAYMENT

Private Client

We accept checks, cash, and all major credit cards (with a processing fee).

- **50/50 Plan.** A 50% deposit to schedule the work and the remaining balance, including any changes within 5 days of finishing.
- **3% Prepay.** If the full payment is made upon scheduling the project, a 3% total proposed discount can be taken from the proposal. The full payment minus the 3% must be paid upon scheduling. The payment must be in check. No credit cards for the prepay discount. Any changes or repairs billed after will also receive the 3% discount.

General Contractor & Facilities Work

All new general contractors that would like to pay with terms, please contact your Project Leader, or send a purchase order.

CAST Products

Because of the customization of CAST Products, all materials will be ordered after approval of drawings and samples. 50% is due to get started. The final 50% is due before products are shipped.

Deposits and Invoices can be sent to:

*DANCER
4411 Engle Ridge Drive
Fort Wayne, IN 46804*

Our Business Manager can also provide wiring or bank account information for ACH transfers.

Purchase Orders can be emailed to your Project Leader.
Receipt of any payments will be emailed.