

# CUSTOMER PURCHASE AGREEMENT



521 W Mesquite Blvd, Mesquite, NV 89027  
mesquitetile.com (702) 346-7225

This Purchase agreement is subject to and governed by the following mutually agreed upon terms and conditions.

## ESTIMATES:

All estimates are provided to the customer based on the best information available to the estimator at the time of the estimate. **The estimator is unable to assess non-visible structures, subfloors and conditions at the time of the site consultation.** Once a project begins, if it is determined that additional tear out, preparation and/or material(s) or the like, is required to do the installation properly, adjustments to the estimate will be provided to the customer in writing and agreed upon prior to work resuming on the project. (See Change Orders)

**Estimates are valid for 30 days from the date they are provided to the customer.** After 30 days the estimate will be reevaluated by the estimator.

## SCHEDULING:

**All scheduled project dates and times are tentative** due to the nature of the construction and flooring industry. Mesquite Tile and Flooring team members will notify customers with any changes and updates made to their project timeline.

## MATERIALS:

Descriptions of materials to be used for this project are detailed on the Sales Order. It is the customer's responsibility to review the Sales Order and confirm that the details are accurate before signing this agreement.

It is the policy of Mesquite Tile and Flooring to order a material overage minimum of 10% in order to cut, seam and trim material dimensions accurately. Materials with distinct patterns, grains or designs may require that an additional percentage of overage is needed to install the product with the intended design aesthetic.

**Installation and material charges are based on the amount of material needed and not the installed amount.** There are no returns on overage materials.

Customers have the option to keep or decline any remaining materials after the installation. If declined, the remaining materials will be hauled away by a Mesquite Tile and Flooring team member.

**The customer agrees to accept color variances that fall within industry-established ranges.** Color matching from samples to ordered materials will vary from dye lot to dye lot. For a more accurate representation of the final outcome of an installation it is recommended that customers view a sample of the material in the environment in which it will be installed.

## PRICING AND PRODUCT AVAILABILITY:

**Prices of materials are dependent upon manufacturers and are subject to change** until the customer has placed their deposit and the order has been confirmed by the manufacturer. Mesquite Tile and Flooring reserves the right to refuse a customer's order based on pricing error or other technical issues.

If a product is discontinued before an order can be placed to the manufacturer, a team member of Mesquite Tile and Flooring will contact the customer to assist the customer with a Change Order to find a comparable product. **Customers are responsible for any cost that is above the originally selected material price.** Differences in cost will be reflected in the final payment upon completion of the installation.

## INITIAL DEPOSIT:

Mesquite Tile and Flooring requires a 75% initial deposit and a signed Purchase Agreement from the customer before materials may be ordered and a tentative installation date is scheduled.

## CANCELANON AND RETURNS POLICY

Orders can not be cancelled once a material has been cut. Cancellation of orders that have been shipped can only be accepted subject to our supplier's agreement to accept a return. Purchaser agrees to pay all freight, return handling and restocking fees.

## CHANGE ORDERS:

**Any unforeseen and required changes will be documented on a Change Order form that must be agreed upon and signed by both the customer or authorized representative and an authorized representative of Mesquite Tile and Flooring.** Customers requesting a Change Order will be charged a processing fee of \$200. If these changes require additional labor and/or materials then the Purchase Order will be adjusted accordingly and the customer will be expected to pay the difference at the completion of the project. If the cost of the change is significant, the customer may be required to pay 75% of the total price adjustment. Any changes to the materials and scope of a project may also cause a delay in the completion of that project.

## DELIVERY & STORAGE:

If materials are purchased or inventory held for Buyer's order Mesquite Tile & Flooring will hold the same for 60 days without further payment. After 60 days if it has not been accepted or installed, due to Buyer not being ready, payment of the balance of selling price of the merchandise is due and payable at that time. Labor that has not been performed can remain payable upon installation. Non-payment in accordance with these terms will result in loss of deposit to Buyer. In rare instances Mesquite Tile and Flooring may agree to store materials for a customer for a storage fee until a later installation date can be determined.

## FURNITURE AND FIXTURES:

Customers who would like furniture, fixtures and appliances moved out of the project areas will inform the estimator prior to the signing of this agreement to ensure a more accurate labor estimate. If Mesquite Tile and Flooring becomes aware of the need to move any of the above items after the signing of this agreement, a change order and applicable moving fees will be added to the Sales Order before installation can begin.

**TEAR OUT OF EXISTING MATERIALS:**

Tear out and disposal of any pre-existing materials is not included with your order unless specifically itemized on the Sales Order. For the health and safety of all team members, Mesquite Tile and Flooring reserves the right to decline the tear out of existing materials due to hazardous conditions such as but not limited to: urine soaked material, asbestos and lead paint.

Often baseboards, doors and fixtures are removed and replaced to ensure proper installation. Some minor blemishes to these items and surrounding walls are expected during this process. **Customers are responsible for any cosmetic finishing in these areas including but not limited to: paint, putty, grout sealing, etc...**

Mesquite Tile and Flooring field team members will clean the work area upon completion of the installation. **Customers should expect to find dust, film and/or fibers remaining in and around the worksite. Customers are responsible for any further cleaning.**

**INSTALLATION DAY(S):**

Mesquite Tile and Flooring requires customers or an authorized representative age 18 or older to be available or make prior arrangements to let our field teams into the project areas. If the customer is not home and/or cannot be reached in order to allow team members access on the agreed upon installation date and time then the customer may be charged for the team member's time spent waiting, may forfeit the scheduled time slot and be required to wait for installation until another opening in the schedule becomes available. **Customers are responsible for being available during the installation in the event that questions or complications arise.** If a team member is not able to reach a customer during the installation Mesquite Tile and Flooring reserves the right to make a reasonable determination on how to best proceed with the installation which may require additional charges.

**Customers are responsible, prior to the field team arriving and throughout the installation process, for ensuring the following:**

- Securing any pets away from the project areas
- Providing electrical power to the job site
- Acclimating the site to proper humidity and temperature levels (Between 68-82°F and 35-55% humidity)
- No walking on tiles and grout lines 24-48 hours after installation

**WARRANTY:**

The manufacturers of the products warrant all materials in this order to be free from all floor covering industry accepted manufacturing defects, unless specified. Please visit the manufacturer's website for specific information regarding warranties on materials purchased from Mesquite Tile and Flooring.

Mesquite Tile & Flooring warranties are limited to installation labor for 1 year after the project closing date.

**MESQUITE TILE AND FLOORING ASSUMES NO RESPONSIBILITY FOR THE FOLLOWING:** (a) Damage or injury to our work by others, or improper maintenance after installation. (b) damaging moisture and temperature conditions (c) Faulty construction by others. (d) Sub-floor movement. (e) Moving and replacing plumbing fixtures. (f) Cutting doors to fit new floor height (g) damage incurred in moving of appliances, heavy furniture, equipment, fixtures or the like, or then failure to work when reconnected. (h) material appearance variations (i) Strikes, accidents, or delays beyond our control.

**PAYMENTS:**

Mesquite Tile and Flooring accepts payments in the form of cash, check, debit and credit card. Checks are to be made payable to Mesquite Tile. Credit and Debit card transactions will be charged a convenience fee.

Financing options are available and require an additional service charge to process the transaction.

Final payments are to be made within 7 days after completion of the project. Accounts that are thirty (30) days old after the Job Completion date will be charged 1 ½% per month service charge. Failure to pay and/or complete this agreement may result in the filing of a mechanic's lien on the property and/or legal action for the collection of monies due on this contract, Buyer agrees to pay all lien, collection, attorney and court costs and such additional sum as the court may deem reasonable. The remedy mentioned herein shall not be exclusive, and Mesquite Tile & Flooring shall be entitled to any and all other remedies at law and shall constitute breach of this agreement.

**Installers are not authorized to receive payments. Please contact our office directly to make any and all payments.**

**Residential Construction Recovery Fund:** Payment may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the locations: State Contractors Board, 9670 Gateway Drive, Suite 100, Reno, Nevada 89509-8953, telephone (775) 688-1141 or 2310 Corporate Circle, Suite 100, Henderson, Nevada 89074, telephone (702) 486-1100.

**I have received a copy of, read and understand the above stated provisions and agree to the terms and conditions stated therein. I have received a copy of and reviewed my Purchase Order and have verified that the details listed are correct. I authorize Mesquite Tile and Flooring to receive the materials I am purchasing from the manufacturer on my behalf as my authorized agent.**

\_\_\_\_\_

Print

\_\_\_\_\_

Date

\_\_\_\_\_

Sign

APPROVED BY: \_\_\_\_\_

C20 39434 \$100,000

C16 38345 \$100,000

C3 39859 \$50,000