

# CONTRACT FOR SERVICES

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THIS PURCHASE AGREEMENT IS SUBJECT TO AND GOVERNED BY THE FOLLOWING MUTUALLY AGREED UPON TERMS AND CONDITIONS:

## ESTIMATES AND UNKNOWN CONDITIONS:

INITIALS

1. Estimates: **The estimates provided are based on the best available information at the time and are approximate. Prices are subject to change via written change order** if unforeseen repairs or additional work is necessary to meet industry standards.
2. Unknown Conditions: **Non-visible structures and similar conditions cannot be assessed** during the initial consultation. If extra work or materials are needed, a mutually agreed upon written adjustment (see Change Orders and Add Ons) will be provided before work resumes. Both parties must agree via this Change Order process.
3. New Construction: **Plans/drawings included are part of this Contract.** Deviations from the drawing provided require a signed Change Order from both parties. (See Change Orders and Add Ons)
4. Validity: Estimates are valid for 30 days. After 30 days, prices may be reevaluated based on material and service costs.

## PRICING:

INITIALS

1. Labor pricing is determined by material type, layout complexity, and required skill level, not space size.
2. Material prices and availability depend on the vendor chosen by Mesquite Tile and Flooring.
3. Prices and availability are subject to change until materials are ordered.
4. Mesquite Tile and Flooring reserves the right to refuse orders due to pricing errors or technical issues.

## PAYMENTS AND PROJECT INITIATION:

INITIALS

1. **No deposit is required for work commencement.**
2. **Upon contract execution, a progress payment equal to the material cost is required for ordering.**
3. **Final payment for the project's total cost is due up on project completion as specified in the Contract of Services.**
4. **For larger projects with multiple progress payments, details will be provided in writing before agreement signing.**
5. **Final payments are due within 5 business days post-installation. Payments made later than five business days are subject to a late fee.**
6. Installers cannot accept final payments.
7. We accept cash, checks (payable to Mesquite Tile), and credit/debit cards (with a processing fee of up to 2.4%).
8. Returned checks incur a \$50 charge. Unpaid invoices and any additional expenses, including attorney's fees, are at the customer's expense.
9. Accounts 30 days past completion incur a 1 ½% per month service charge. Failure to pay may lead to mechanic's lien filing and legal action, with the buyer responsible for associated costs.

## RETURNS:

INITIALS

1. Orders cannot be canceled once materials are cut.
2. Cancellation of shipped orders depends on the supplier's agreement and requires payment of freight, return handling, and restocking fees.

## SCHEDULING:

INITIALS

1. **Estimated Completion Date: Please refer to the provided estimate for the Estimated Completion Date (ECD). Note that this date is an estimate and may be affected by factors such as supply/material delays, labor shortages, inclement weather, and property availability.**
2. Customers will be promptly notified of any updates or changes to their project timeline.
3. Scheduled times are approximate and subject to change.
4. Material or project scope changes may cause delays.
5. Mesquite Tile and Flooring schedules jobs to ensure all materials arrive in good condition.
6. No discounts will be given for scheduling conflicts or job duration.

**CANCELLATIONS:**

INITIALS

1. Customers must provide at least 48 hours notice for any installation date changes.
2. Cancellations or other change requests made by the customer less than 48 hours before the scheduled installation date may incur a fee of up to \$250 in order to accommodate the change.
3. Affected customers will be rescheduled for the next available installation date.

**FREIGHT:**

INITIALS

1. Materials typically arrive within 1-3 weeks, with freight costs included.
2. Shipping methods vary at the vendor's discretion.
3. Once ordered, Mesquite Tile and Flooring cannot influence shipping speed or handling.
4. Rush orders, at a premium fee, do not guarantee faster job completion.

**PRODUCT AVAILABILITY AND MATERIALS:**

INITIALS

1. Product availability depends on vendors.
2. Back-ordered items will be promptly communicated.
3. Discontinued products: Customers will be notified, a new material selected, and a written Change Order agreed upon, with the customer covering any cost differences.
4. Materials undergo inspection upon arrival.
5. It is the customers responsibility to review and confirm invoice details.
6. Mesquite Tile and Flooring orders 10% overage for accurate cutting. Distinct pattern materials may require additional overage.
7. Installation charges are based on needed material, not installed amount.
8. There are no returns on overage materials.
9. Customers choose to keep or discard excess materials; unclaimed materials are removed by Mesquite Tile and Flooring.
10. Acceptance of industry-established color variances is required.
11. Dye lot variations occur; viewing material samples in the installation environment is recommended for accurate representation.
12. Materials are held for 60 days. Non-payment results in loss of deposit. Storage fee options are available for longer storage.
13. Repurposed materials: **Repurposed materials are reinstalled**(Shower glass enclosures, baseboard, etc..) **at the customer's risk**; Mesquite Tile and Flooring is not liable for breakage or viability. Broken or unviable repurposed materials require a Change Order for replacements at customer's expense.
14. Carpet: Carpet seams used for rooms wider than 12'. Carpet roll crush fades naturally after installation. Professional cleaning recommended as per manufacturer's warranty.
15. NATURAL STONES AND HARDWOODS: Natural variations in colors, knots, and graining are inherent in natural stones and hardwoods. Variations are natural and must be accepted.

**BEFORE AND DURING INSTALLATION:**

INITIALS

**PREPARATION REQUIREMENTS:**

1. Site Conditions: Ensure project sites have water, electricity, and climate-controlled conditions (68-82°F and 35-55% humidity) for proper installation.
2. Customer Presence: Customers or authorized representatives (18 years or older) must be present during material delivery, review scope of work, and sign for delivered items. Any discrepancies must be noted for resolution before installation day.
3. Access and Availability: Customers must allow team members access on the agreed installation date. Failure to do so may result in additional charges for waiting time or rescheduling. Customers must be available (or have a representative) during installation for decisions.
4. Pets: **Secure pets away from project areas.** No walking on tiles and grout lines 24-48 hours post-installation (including pets).
5. Water and Gas Appliances: Customers are responsible for turning off all water and gas appliances (when applicable).
6. Outdoor Workspace: Inform installation team where they may set up an outdoor workspace. Electricity and water access is required.

**FURNITURE AND PERSONAL ITEMS:**

INITIALS

1. Moving Furniture: Field Team Members will only move furniture listed in the work order.
2. Small Furniture and Breakables: Prior to installer arrival, please clear the project area of personal items and valuables, including small furniture, lamps, chairs, tables, breakables, and the tops of bureaus, desks, and china cabinets. Ensure lower closet racks are also emptied.
3. Appliance Preparation: Empty appliances before moving. Refrigerators must be food-free; dishwashers, dish-free.

4. Protection from Dust: Cover nearby furniture/items to protect from dust.
5. Items Not Moved: Mesquite Tile and Flooring does not move fish tanks, heirloom, or specialty items like pianos or pool tables.
6. Unmoved Furniture: Any furniture movement required after the signing of this agreement will incur additional charges and necessitate a written change order (See Change Order and Add Ons). This may lead to a potential delay or rescheduling of the project timeline.
7. Specialty Tools: Customers must provide any specialty tools required for moving items.
8. Post-Movement Responsibilities: Customers are responsible for balancing, tuning, calibrating, or adjusting furniture moved by Mesquite Tile and Flooring. Customers must plug and unplug electronic devices.
9. Safety: Mesquite Tile and Flooring reserves the right to refuse moving furniture/appliances if safety concerns, high breakage risk, or inadequate site clearance exist. Customers are responsible for furniture balance and post-movement adjustments.

**CHANGE ORDERS AND ADD-ONS:**

INITIALS

1. **Change Orders: Any and all changes or modifications to the Project that modifies either the cost or the scope of work must be set forth in a Change Order approved and signed by both Mesquite Tile & Flooring and the customer. Written Change Orders are MANDATORY. Installers are not authorized to approve changes nor is verbal approval/discussion sufficient to change the scope or cost of the project in any way.**
2. Contract Limitation: This contract solely covers agreed-upon areas and items outlined in the Invoice.
3. Additional Labor/Materials: Changes requiring extra labor/materials will be evaluated by the original Estimator and adjusted via a written Change Order.
4. Overage Allowance: The Estimator includes a standard 10% extra material (overage) in every project. If more materials are necessary due to seams, layout, or material requirements, the overage percentage will be adjusted accordingly by the Estimator.
5. Additional Areas: If the customer wishes to add an area after the original contract, the Estimator will assess if the change can be included via a written Change Order. If not, a separate Estimate, Invoice, and Contract will be required.

**TEAR-OUT/DEMOLITION:**

INITIALS

1. Tear-Out/Disposal: Tear-out and disposal of existing materials are not included unless specified in the Estimate/Invoice.
2. Disposal Costs: Material disposal costs are included with the Tear-out Service, unless stated otherwise on the agreed Invoice or Change Order.
3. Minor Blemishes: During demolition, minor blemishes may occur, and reusing existing materials is at the customer's own risk (See Post-Installation for more information).
4. Health and Safety: Mesquite Tile and Flooring may decline tear-out projects with hazardous conditions (e.g., urine-soaked material, asbestos, lead paint) to protect the health and safety of our team members. In such cases, specific requirements and recommendations for safe installation, including engaging a biohazard clean-up company, will be provided to the Customer.

**FOUNDATIONS and SUBSTRUCTURES:**

INITIALS

1. Unforeseen Preparations: Unforeseen floor/surface preparations, like subfloor cracks or plumbing issues, can't be addressed initially due to existing surface coverings. Mesquite Tile and Flooring is not liable for pre-existing conditions discovered during the project. Underlying issues found during the project may require the customer to hire a licensed professional for repairs if our field teams cannot address them.
2. Installation Defects: Mesquite Tile & Flooring is not responsible for installation defects due to soil/foundation movement, shifting, or moisture from under the house.
3. Moisture Readings: Moisture readings will be taken after floor demo if there appears to be a potential risk or upon customer request. Readings guide next steps.
4. If the floor is uneven, repairs may be necessary; costs and labor will be detailed in a Change Order (refer to Change Orders and Add-ons).
5. Customer Decisions: If the customer chooses not to make necessary substructure repairs advised by Mesquite Tile and Flooring, warranties on material and installation become void. A Warranty Waiver must be signed before installation may continue.
6. Installation Refusal: Mesquite Tile and Flooring reserves the right to refuse installation on unstable or unsuitable substructures for the requested installation type.

**LABOR AND MANUFACTURE WARRANTIES:**

INITIALS

1. Mesquite Tile and Flooring is not accountable for any guarantees or warranties made by salespersons unless explicitly stated in this document.
2. Manufacturer Warranty: Materials are covered under the manufacturer's warranty, each with specific requirements. It's the customer's responsibility to understand these requirements. Mesquite Tile and Flooring is not responsible for material warranties. Visit the manufacturer's website for specific warranty details on materials purchased through Mesquite Tile and Flooring.
3. Warranty Claims: Mesquite Tile and Flooring will assist customers in reporting viable warranty claims to the manufacturer, acting as a liaison.
4. Manufacturer Defects: All materials in this order are warranted by the manufacturers against industry-accepted manufacturing defects, unless otherwise specified.
5. Mesquite Tile & Flooring Warranty: Mesquite Tile & Flooring offers a limited 1-year warranty on installation labor from the project closing date. The Project closing date is the date the customer signs off on the project on the Job Completion checklist with the Installer. This warranty excludes recycled or repurposed materials.

**POST-INSTALLATION:**

INITIALS

1. Clean-Up: Mesquite Tile and Flooring Field Teams will clean the prep the project sites during post-installation. Residual dust, film, or fibers may remain. Customers are responsible for further cleaning as needed, as dust levels vary.
2. Minor Blemishes: Baseboards, doors, wall paint, sheetrock, wallpaper, moldings, and fixtures may be removed and replaced for proper installation, leading to minor blemishes. Customers are responsible for cosmetic finishing, including paint, putty, grout sealing, etc.
3. Scratches and Repairs: Scratches from carpet backing and installer tools on wall paint, sheetrock, wallpaper, baseboards, and moldings are possible. Mesquite Tile and Flooring is not liable for door frame or baseboard repairs due to existing floor removal unless specified in the Estimate/Invoice.
4. Door Adjustments: If the thickness of the new flooring differs from the previous one, it may be necessary to cut or shave doors for proper closure. If this is not determined before the agreement is signed, a written Change Order will be required for the door adjustments to be made at the customer's cost (See Change Orders and Add-Ons).
5. Existing commodes: When required, existing toilets will be removed, and new wax rings installed for bathroom floor installations; pre-existing plumbing issues are not our responsibility.

**FINAL WALK THROUGH & JOB COMPLETION CHECKLIST**

INITIALS

1. Final Walk-Through: Before Field Team departure, the customer or authorized representative must complete a walk-through and Job Completion Checklist with the Field Team Lead. Any disparities between the Estimate/Invoice and completed work should be addressed before the Field Team leaves.
2. Customer Agreement: By signing the Job Completion Checklist, the customer confirms that Mesquite Tile and Flooring's work aligns with the original agreement and includes any documented change orders. This signals the completion of the project and initiating the 1-year Labor Warranty (See Labor and Manufacture Warranties for more details).

**MESQUITE TILE AND FLOORING ASSUMES NO RESPONSIBILITY FOR:**

- (a) Damage or Improper Maintenance: Damage or injury to the work by others or improper maintenance post-installation.
- (b) Moisture and Temperature Conditions: Damaging moisture and temperature conditions affecting the installed materials.
- (c) Faulty Construction: Faulty construction by others that affects the installed materials.
- (d) Sub-floor Movement: Sub-floor movement that may impact the installation.
- (e) Plumbing Fixtures: Moving and replacing plumbing fixtures.
- (f) Door Adjustments: Cutting doors to fit the new floor height.
- (g) Appliance and Furniture Movement: Damage incurred during moving of appliances, heavy furniture, equipment, fixtures, etc., or their failure to work when reconnected.
- (h) Material Appearance Variations: Variations in material appearance.
- (i) Strikes, Accidents, and Delays: Strikes, accidents, or delays beyond Mesquite Tile and Flooring's control.

**Resolution of Disputes:**

Choice of Law and Venue: This Agreement shall be governed by the substantive and procedural laws of the State of Nevada. The exclusive venue for any litigation regarding this contract or any breach thereof shall be in Clark County, Nevada.

Attorneys' Fees: In the event of any litigation (including mediation and arbitration) related to this contract, the prevailing party shall be entitled to recovery of all costs and expenses, including attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise from the non-prevailing party. This obligation of the non-prevailing party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

**Required Notices:**

**Customer has been provided with copies of notices required by NRS 624.520 and NRS 624.600**

**The Customer has the right to:**

- 1) contact the Nevada Contractors Board for assistance and clarification in understanding any of the provisions of this contract that you do not fully understand;**
- 2) you may request a payment and performance bond if such a bond is not otherwise required by Nevada law;**
- 3) speak to an attorney regarding your rights under this contract; and**
- 4) if this contract was explained to you in a language other than English, to receive a copy of this Contract in the language it was explained to you in if the contract was explained to you in a language other than English).**

**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 Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the State Contractors' Board.

**This Contract contains the total amount to be paid to Mesquite Tile & Flooring, which amount will not be modified except and unless a change order is executed by customer and an authorized representative of Mesquite Tile & Flooring.**

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.

Effective Date: This contract is effective as of the last date indicated below.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*Thank you for your business!*