

TERMS & CONDITIONS

PAYMENTS – All contracts are to be paid half down (50%) on the first day of arrival or earlier. The total balance plus any extra work out side of the contract is due before the end of the last day of completion or earlier. Late fees will be assessed on all unpaid money owed to *DRIVEWAY GUY, Inc.* at the highest legal amounts. If there is any amount left unpaid on the completion day, this is grounds of non payment, and it will immediately be assessed the highest legal late fees. This also includes all attorney fees or court fees will be owed in addition. If payment goes past three days of non payment a lien will be placed on the property and/or anything else that is related to or part of the project. Any liens applied will have fees at the highest legal rates, plus any other fees incurred, an attorney will be retained for collections at that point. In some cases a cancellation of a contract may occur by either party. In these cases any work started or completed will still have money owed; this money is figured by the amount of work done. All money is owed immediately upon cancellation.

PROJECT ACCESS/CONDITIONS WAIVER – By signing this contract owner/signer is allowing *DRIVEWAY GUY, Inc.* and its employees and/or heavy equipment, concrete trucks, concrete pumps or any subcontractors on to the projects sight. This is all so allowing all party's to bring any/all equipment on to the projects sight. This also allows any/all to drive on or transport across any: grass, concrete, asphalt, approaches, sidewalks, driveways, dirt, landscaping, sprinklers or any other with out any consequences. Full access is agreed by signer/owner understanding any/all damage is implied by entry/exit from sight. While *DRIVEWAY GUY, Inc.* is on sight no access is granted, to any one unauthorized do to unsafe conditions. The owner/signer also may be asked if a part or all of there project is to be built out side of any standard practices or out of code, or any other. There may be a verbal agreement that releases *DRIVEWAY GUY, Inc.* from any obligation from any responsibility or any legal repercussion and/or any fees. This still requires full payment upon completion day. All of this work is considered unsafe/hazardous. There is no warrantee or any guarantee.

CONCRETE – *DRIVEWAY GUY, Inc.* is not responsible for any company's products'. The *DRIVEWAY GUY, Inc.* uses 6 bag concrete and pours at a 4 slump or wetter. In some cases the bag mix may be lower when poring walls ect. Some conditions warrant using delay (retarder), calcium, hot water, or other additives that will change the results of all the concrete. All concrete poured will crack at any point in time; cracks are expected and not under any warrantee. Signer/owner agrees to all of the above terms.

WEATHER – If there is any weather conditions that might be unfavorable working conditions; *DRIVEWAY GUY, Inc.* reserves the right to choose if the conditions are satisfactory to work in. Weather is unpredictable; if a project has been scheduled or started and any weather conditions start, it will delay the project by an unknown amount of time. This doesn't change any money owed.

Rain/Weather Release- The contract owner/signer may sign this weather release. This release is allowing work to move forward under conditions that are not recommended. This release removes all responsibility from *DRIVEWAY GUY, Inc.* All of the concrete and/or any ground compaction and/or any excavation and/ or all of the work done is completely waived from any results. This will change all reliable results of the entire job sight. The entire amount of money is still owed at the end of the project. This also releases all of the subcontractors' and/or any suppliers. By signing you fully agree; understand, and except all/full responsibility

CONCRETE MAINTENANCE/RESPONSIBILITIES – The concrete poured can not be driven on, walked on, touched, written in, or any water prematurely added. This also includes sprinklers. The owner/signer agrees to "watch" the concrete from any damaging effects starting three hours after the cement truck leaves the property. This releases all responsibility to *DRIVEWAY GUY, Inc.* from any adverse effects to the concrete after that time. New concrete can not be driven on, walked on, touched until 10 days after it was poured. Concrete is poured in sections; this means no access for 10 days from the newest pour. Any early entry will damage the concrete. The new concrete is in a curing state for 30-90 days, extreme cautions needs to be used during this time. In some cases more time is need to cure; hence no access may be granted for an extended period of time. The new concrete can not have any salt, acids, or any other damaging products put on it ever. Using deicers on your concrete in the winter will cause surface damage—primarily scaling and spalling—by forcing the thawing and refreezing of moisture. Products containing ammonium nitrates and ammonium sulphates are especially harmful because they will actually attack the concrete chemically. Never use any deicers in the winter. As an alternative, use sand for traction, and remove snow manually. These products and any others will damage all of the concrete poured. Driving off any corner, side, or any other will crack the concrete. All concrete can never be driven on by any over weight vehicles; this is any thing bigger than a regular size light duty "pick-up size" truck with no exceptions. All concrete will crack, and all cracks need to be ground/sanded so that a trip and fall will not occur and/or any other accidents. All cracks need to have concrete caulking applied to all of the cracks. Concrete maintenance is recommended to be done by competent personal. Dropping any heavy items will also crack or chip the concrete. All concrete needs to be washed and sealed every year with U.V. protection sealer. Sealer is not included in the contract; unless stated. Concrete is very slippery; always use extreme cautions when walking, driving, or any other on the concrete. It is not *DRIVEWAY GUY, Inc.* responsibility to maintain any concrete.