



CONTRACT

Contract Summary

This contract is for work done by Mitten Concrete LLC, hereafter referred to as "Mitten Concrete". BY SIGNING THIS ESTIMATE, YOU ARE ENTERING A LEGAL BINDING CONTRACT TO APPROVE THE WORK AS NOTED ABOVE AND TO THE CONDITIONS LISTED HEREAFTER. This estimate is based on information received verbally and/or from supplied blueprints, and best-case scenario. The final invoice could be higher or lower than the estimate due to additions or deductions to the work at the time of execution. You will be invoiced for work performed and materials used. Estimated price assumes that all trucks can operate around the jobsite under their own power, excavation will be level to within 1", and proper access points are available for pouring. UNO, estimate price does not include concrete pumping (unless previously discussed), dewatering, dozer work, weather related charges such as straw, thermal blankets, heated materials, etc. ALL pages of this contract must either be electronically signed and emailed to a representative of Mitten Concrete, or physically signed and mailed to the address found at the bottom of this contract.

Payment Conditions

For new builders and all homeowners, 30.0% of the estimate amount will be required upfront five (5) days prior to start of construction, unless otherwise specified; this down-payment is non-refundable. By signing here, you agree to pay Mitten Concrete what is invoiced within 30 days of the date on the invoice, unless otherwise specified. An annual interest fee of 7.0% will be assessed to final invoiced amount after 30 days of nonpayment (0.583% each month). Every additional 30 days after invoice date, an additional 0.583% interest fee will be assessed in perpetuity until final payment is made. If payment is made within 30 days by check or cash, a discount of up to 2.0% may be assessed to your invoice for prompt payment. In the case of persistent nonpayment, you also agree that all attorney and/or legal representation fees accumulated while pursuing delinquent payment to Mitten Concrete will be billed additionally at your expense.

Mechanics Lien

As a licensed concrete contractor in the State of Michigan (license number: 262200437; Qualifying Officer: Dean VanMiddelkoop, license number: 242100302), Mitten Concrete has the power to secure payment through the power of a mechanics lien if payment is not received by the date an invoice is due. In the case of nonpayment, a notice of furnishing will be sent to the owner and prime contractor within 20 days after first providing labor and materials. A notice of intent to lien will then be sent within 30 days of the invoice due date. If nonpayment persists, a mechanics lien will then be filed within 90 days of last providing materials and labor in order to secure payment from the owner, as allowed by the Construction Lien Act of 1980.

Expectations: Basic Liability & Warranty Conditions

By signing this contract, you also recognize that Mitten Concrete is not liable for any damages to the customer's yard, sprinklers, edging, underground wires, pipes, or drains that may be caused by the excavation of a jobsite and that Mitten Concrete does not cover damage to concrete caused by salt use and will not cover surface cracks that are one quarter of an inch wide or less under the one-year warranty offered on flatwork projects. The homeowner is responsible for removing any objects of value from around the job site as Mitten Concrete will not be responsible for any such damages. Mitten Concrete is not responsible for messes created in finished areas unless previously specified, such as landscape defects that occur in the process of preparing an area for concrete placement or slight concrete spillage around formwork. Any sod, topsoil or grass removals made to insert formwork during setup will be left on site and will be the customer's responsibility to deal with as they see fit and will not be the responsibility of Mitten Concrete. Mitten Concrete always does their best to try to control cracking within the concrete they pour with the insertion of relief joints, but undesired cracks may still occur in some cases. All concrete poured by Mitten Concrete is poured at a nominal 4" thickness, unless specified otherwise. All exterior concrete MUST have a textured finish by law (e.g., broomed or stamped texture) and all interior floors will be hand-troweled smooth unless previously discussed. A power troweled finish is not standard and will cost extra. Mitten Concrete recommends that the customer rinses off concrete flatwork with water shortly after relief joints have been cut in, especially if it rained before or during the cutting process. This is because Mitten Concrete will not be responsible for any concrete dust that might soak or bake into the surface of the concrete flatwork after it has been cut.

Relief Joints

Mitten Concrete has trained professionals cut relief joints in all their concrete flatwork. These relief joints are typically cut in the slab within 12 to 24 hours of the concrete being poured and they are strategically placed to minimize surface cracking, but please note that minor shrinkage cracking is normal and may still occur. Early saw entry is critical when cutting relief joints in concrete. However, early entry may cause slight chipping to occur in relief joints from saw-cutting; this is normal and will not be covered by the one-year warranty. Due to the complex nature of concrete as a material, as well as, the high variability in weather conditions in the State of Michigan, it is impossible to guarantee that there will not be surface cracks in any given slab. While

Name: _____ Signature: _____ Date: _____

there are a number of preventative measures that are taken to prevent cracking, occasional cracks are unfortunately inevitable. This is why substantially small cracks are not covered by the one-year warranty, but instead will be taken into consideration on a case-by-case basis.

Permits

By signing here, unless previously discussed, the customer is hereby responsible for obtaining any permits required for construction and is fully responsible for all fines, fees, penalties, or other legal action from anyone including the local township, city or the State of Michigan. Permit fees vary and final permit fees will be assessed upon completion of work and will be billed at the customer's expense.

Wash-out Area & Clean-out Fees

The customer is also responsible for finding an area for concrete trucks to wash-out after the concrete is poured and will be charged a clean-out fee of one hundred dollars (\$100.00) per job if no such suitable area is available. If a line pump is required another clean-out fee will be applied at one hundred and twenty dollars (\$120.00). These two fees are normally combined into one itemized expense listed as "Clean-out fees" or "Wash-out fees".

Weather & Temperature Contingencies

Any concrete poured between November 1st and April 1st, or within seven (7) days of the temperature dropping below 32 degrees Fahrenheit will not be covered under the one-year warranty offered by Mitten Concrete. Any concrete poured within these dates is also subject to seasonal fees in addition to regular pricing. Seasonal fees can range from 10.0% to 20.0% of estimated job cost, depending on the size of the job. These fees cover additional concrete redi-mix charges from supplier, thermal blanket usage, and working in cold weather conditions.

During the spring and autumn seasons, seeds, buds, leaves, and other plant material falling from surrounding plants or trees on a job site can end up inside and on top of freshly poured concrete. Although this will not cause any functional or structural defects in the concrete, it may cause unwanted imperfections in the top layer of the concrete. While Mitten Concrete does the best that they can to remove such material from their flatwork projects, it is impossible to guarantee that all of this material will be removed and thus, any such imperfections in the slab will not be covered under the one-year warranty.

Concrete Pool Decks

Take notice that concrete pool decks may not be warranted if they are for salt water pools or if they are not sealed with a recommended sealer. Any damage to concrete pool decks caused by settling from poor compaction also will not be covered by the one-year warrantee. A line pump is generally required for the pouring of all pool deck slabs, and will be billed at \$900.00 (nine hundred dollars) per pump if one is required. Temporary fencing for pools will be removed by Mitten Concrete for access to the area, but Mitten Concrete is not responsible for putting the fence back up once work is completed. Mitten Concrete always tries to minimize concrete spillage inside pools during concrete pool deck pours. However, it is impossible to prevent it completely, and thus, Mitten Concrete will not be held responsible for the removal of any such materials from pools after the pool decks are poured.

Drains, Piping, & Plumbing

Any PVC or tile piping that runs under a concrete slab from drains or downspouts, or any piping installed under a slab to run cords or wires will only be run to the edge of the concrete slab. Additional plumbing from that point is the responsibility of the customer, unless previously discussed and agreed upon prior to beginning of work.

Epoxy & Floor Polishing

For epoxy and floor polishing jobs, the warranty will be void if proper post-job precautions are not followed by the customer including, but not limited to, waiting the appropriate amount of time for curing before the floor in question sustains any foot traffic or equipment traffic.

Written Agreement

By signing this contract, you agree to all the above terms (including payment terms) and recognize that any breach of this contract may result in legal action from Mitten Concrete.



*1196 Franklin Ct Suite A
Marne, MI 49435
Office: (616) 724-9701*

Name: _____ Signature: _____ Date: _____