

THE ONE

BUILDING COMPANY

DISCLAIMERS, TERMS & CONDITIONS

1. Any request from the Customer that alters, substitutes, or deviates from the above specifications may incur extra costs. The One Building Co. will present the Customer with a written change order for any such requests or changes and the Customer will be responsible for these costs.
2. This proposal does not account for unforeseen conditions, or defective conditions with the existing structural, electrical, mechanical, or plumbing elements of the property.
3. The One Building Co. shall not be responsible for any delays that are beyond its control, or for defects or non-conformities with material, equipment or appliances supplied by Customer.
4. The Customer shall provide The One Building Co. with appliance specifications before cabinet materials can be ordered to avoid any sizing conflicts in relation to the cabinet design. If specifications are not given by the time of the cabinet order, the Customer assumes responsibility and any costs related for any changes necessary to accommodate any appliance specifications that alter the existing design.
5. Permits, permit fees, architectural drawings and MEP plans are not included unless otherwise clarified in the proposal..
6. The final balance shall be due upon completion of the final walkthrough or the closing of the permits, whichever occurs first. All past due payments shall bear interest at 1.5% per month.
7. In the event work is postponed due to any out of stock or backordered items, the final balance will be adjusted to only the cost of the labor and materials for the out of stock or backordered items. The remaining balance must be paid in full or shall bear interest at 1.5% per month.
8. In the event of any outstanding service calls for any previously completed trades, after the countertop and/or backsplash installation are complete, the final balance will be collected and a service call will be scheduled as the work is now complete and our one year warranty phase will now begin.
9. The One Building Co. and the Customer agree to waive all rights of subrogation against each other.
10. Any customer provided materials (including sinks, appliances, faucets, tiles, etc.) being stored in the customer's home during our working period are the customers responsibility to keep protected in a safe location. A good example of a safe location is in a room that isn't being worked in or in an area

where work isn't being performed or consolidated away from the working area. And damage done to said materials are the customers responsibility.

11. If the customer decides to provide their own sink after the time of signing the contract, a fee for the sink cut & polish will be charged at \$150.

12. The One Building Co. reserves the right to subcontract any portion of this to work to other licensed and insured subcontractors. As these subcontractors are independent contractors and have their own schedules, once we are ready for their portion, we receive their next available installation date.

13. All natural stone colors are species of natural materials; coloration, veining and texture (i.e. pits, fissures and fragmentation) will vary from samples and from slab to slab.

14. The countertop slab count can only be predicted up until the final template is complete after the cabinet installation. If, according to the final template, additional material is needed to complete the countertop installation, this would be the client's responsibility.

15. Any materials supplied by the owner that are not available at the time of the scheduled trade, will incur an additional trip charge for the scheduled subcontractor to come back to install.

16. The sink must be present at the time of template, otherwise an additional trip will be charged for the templator to come back out to measure the sink for the countertop fabrication.

17. The One Building Co. reserves the right to make decisions on minor material options, such as grout color, schluters, outlets and recessed lights, unless otherwise clarified in the contract.

18. Estimated timelines are provided as a courtesy to the client and are based on average working days. These timelines can change by days or weeks based on different factors on each project. The One Building Co. reserves the right to alter this timeline by any means to best suit the project and subcontractor schedules.

I have read and understand the disclaimers, terms and conditions and agree to move forward with the contracting of The One Building Company to complete my remodeling project.

Client Name:

Client Signature:

Date:
