

## Flooring + Installation Agreement

Thank you for choosing Miller's Wholesale Flooring LLC for your flooring needs. We appreciate the support and are committed to providing exceptional service. The following is our agreement for installation. For value received we, you + Miller's Wholesale Flooring LLC, agree as follows:

### Flooring

The Description of the flooring we are installing is detailed on your Estimate/Invoice. By Signing below, you are indicating that you have read and reviewed the Estimate closely, and that the details are all correct. If you measure your space and are only purchasing a floor that we special order, there will be no returns or refunds. **If for any reason** we accept the return, there will be a 35% Restocking fee.

### Rolling Chairs

Rugs/Floor Protectors are **required** for any areas with rolling chairs if installing any type of floating floor (LVP/LVT).

### Furniture + Fixtures

If there are any pieces of furniture to be moved for installation that were not there at the time of the estimate, it is your responsibility to have the item moved, or to make sure we are aware so we can have the manpower to handle it.

Fees for moving Sofas, Beds, Appliances, and other large items like washers and dryers are \$25 *Per Item*.

Please note ***we do not move*** items such as ***fish tanks, waterbeds, and gun safes.***

Fees for items such as **Pianos, Entertainment Centers, Grandfather Clocks, Pool Tables or Saunas** will be considered on an individual basis.

We do not move items that are fixed to the floors, walls, or ceilings (Cabinets, Vanities, etc.).

***\*\*PLEASE NOTE: OUR INSTALLERS TAKE EXTREME CAUTION WHILE MOVING ITEMS, HOWEVER ALL ITEMS ARE MOVED AT THE CLIENTS OWN RISK.\*\****

### Electrical and Appliances

Our installers do not remove or replace any appliance that is hardwired.

If our installers move a washer/dryer/refrigerator you are responsible for reattaching any water lines. If you are unable to do so you must make sure we are aware so we can make arrangements to reattach the lines before job completion.

## **Plumbing**

Our installers will remove and set a toilet for the fee listed directly in your estimate. Our installers are not responsible for pulling/setting any toilets not listed directly on the estimate. We will move and set pedestal sinks as long as **only** the base can be moved and set. If the sink needs to be moved a plumber/3rd party will need to be involved.

## **Communication**

An adult aged 18 or over is preferred to let the installers in but not **required**. If you will not be home while installation is being completed, we must have a cell phone in which to contact incase questions or problems arise. If we are unable to reach you it will either delay installation or we may make a reasonable decision on how to proceed, which could mean additional charges such as additional floor prep, etc.

## **Pets**

Homeowner is Responsible for securing all pets prior to installer's arrival and for the duration of the installation.

## **Power and Room Temperature**

Electrical Power **MUST** be available at the jobsite.

*Carpet:* Job site must be complete with carpet being the last to be installed.

*Hardwood/LVP:* Job site must be acclimated to normal living conditions **3 days** before the wood is installed.

## **Demo of Old Flooring**

Demo and Disposal of any kind should be addressed at the time of the estimate and be included as its own line item on your Estimate. Any demo and disposal beyond what is listed in the original estimate is subject to additional charges. If any extra charges apply, you will be notified at once and you will have the option of accepting the additional charges or doing the demo on your own.

## **Additional Charges**

We are not responsible for any **unforeseen circumstances** that may arise. We make every effort to include every item we can, however it is impossible to predict some things. IE: Installers demo old linoleum and find holes in the subfloor, which will need to be patched before installing new floor.

## **Stairs:**

There are many different ways to install steps. Be sure to discuss with us which method would be best for you. If we are doing custom work we need to have the details on stain color, tread type, and stair nose preference all before the date of installation.

### **Trim Work**

Any removal of trim or base should be handled before installation, unless your estimate states otherwise. Although our installers are careful during removal if we are reusing trim, the materials could still be damaged. If so we will contact you to see how you wish to proceed, however know there could be additional charges if we have to replace any pieces.

### **Installation Dates**

Estimated start and finish dates are merely a guide. Many circumstances during the day can cause crews to **run ahead or behind schedule**. We will do our best to notify you on any time changes.

### **Natural Products**

Any product made from natural materials has a **natural variation**. You should expect natural variations- these are not defects, and no refund or replacement will be made for natural products that have normal color, texture, and appearance variation.

### **Deflective Flooring**

Unfortunately, it is a rare situation, but if we determine that a floor may be defective we promptly send out a representative for the brand you had installed to begin a warranty claim. They will follow up with us and we return with the results.

Miller's Wholesale Flooring LLC is not responsible for any monetary compensation that relates to the defectiveness in the flooring as it is in the hands of the manufacturer.

### **Job Completion**

Our installers are expected to clean up and remove all trash which they contributed to the job site.

Payment is due immediately upon completion of the job. Jobs completed in phases will be billed for the work completed to date. If you will not be home at the time of completion, please be sure to make payment arrangements to pay by bank transfer, or mail a check in advance.

### **Maintenance**

Proper maintenance is essential for best results and warranty service. You can find maintenance instructions for all products at

<https://www.millerswholesaleflooring.com/floorcleaningtips>

**Warranty**

We offer a No Charge 12 month installation warranty where we will correct any installation issues that may have occurred unknowingly.

Please be aware of settling in new construction homes. We hope that it does not happen to you, but settling is one of the top call backs around a year after installation. We will do our best to help rectify the issue, but not at our **own expense**. We will bill the homeowner directly who can sort out the expense with whichever entity they desire.

All **flooring and material** warranties are upheld through their manufacturing brand. Any defects, and issues should be reported to that brand representative so they can make a claim to the manufacturer. If you have any questions on your particular warranty for your materials, we would be happy to direct you to find all the information you need.

LIMITATION OF REMEDIES AND DISCLAIMER OF WARRANTIES. WE WILL NOT BE LIABLE IN ANY CASE FOR ANY LOSS OF SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES. IN NO EVENT SHALL OUR LIABILITY EXCEED REIMBURSEMENT OF ANY MONIES PAID BY YOU UNDER THIS AGREEMENT AND THIS SHALL BE YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM HEREUNDER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW I HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT:

PRINT X: \_\_\_\_\_

SIGN X: \_\_\_\_\_

DATE X: \_\_\_\_\_