

Terms and Conditions / Agreement

Thank you for choosing Rovins Flooring & Floor Squad (“Rovins” or “We” or the “Company”), and We look forward to working with you (“You” or “Your” or the “Customer”) on Your home improvement project (the “Services”). Wood floors add value and beauty to your home but, as with any major improvement, you should expect some disruption and inconvenience. We will employ our experience, the latest equipment and the most environmentally safe materials to complete the work with the least possible disruption to your life. However, there are several things you should be aware of to make the installation or refinishing of your new floors go as smoothly as possible. We hope that the information provided here increases your understanding and enjoyment of the floors in your home.

Wood is a natural product

No two floor boards will be identical. Variations in appearance are completely normal. As your floor ages, some color change will occur, especially with exotic woods. This photosensitivity is normal, but can be minimized by limiting exposure to direct sunlight and periodically moving furniture and rugs. Wood is a hygroscopic material. This means when wood is exposed to air it will dry out or pick up moisture until it is in equilibrium with the humidity and temperature of the air. Cracks are normal as well, and will appear and disappear between floor boards during seasons of high and low humidity. We recommend a constant 35%-40% humidity level year round to minimize floor movement. Neglecting the suggested humidity levels will result in voiding the wood and work warranty.

Worksite requirements and expectations for floor installation

There are several factors that need to be taken into consideration for the installation or refinishing of your floors to be successful. Additionally, you should understand what we do while working on your floors.

Site requirements:

1. The building should be completely closed in with outside windows and doors in place.
2. All wet trades (drywall, paint – all surfaces at least primed, ceramic tile, etc.) should have completed their work before Rovins arrives—except to complete any required touch-up work following Rovins work as referenced in the “Sand and Finish Expectations” section below.
3. Concrete and drainage work should be completed before Rovins arrives.
4. Air conditioning, heating and ventilation systems should be operating. The temperature and relative humidity should be at “normal living conditions”, that is 35%-40% humidity between 65 and 75 degrees Fahrenheit. The wood flooring should then acclimate to conditions at the jobsite. Acclimation is the process of wood achieving equilibrium with the humidity and temperature of the air. The time for this to happen varies according to conditions on the job.
5. Furniture, appliances and old floor coverings should be removed from rooms where wood flooring is to be installed or refinished.
6. If appliances are not removed or disconnected Rovins can only refinish the floor around them and try to minimize the sanding separation line.
7. When parking is offered in the clients garage, our company is not responsible for any damage or malfunction of the garage door after or during the time we spend at the location. Poorly maintained and old garage doors are prone to break at any given moment. Rovins presence at the property will not be related to any future malfunction of the garage door.
8. Minor damages to the drywall can occur while handling wood boards or when removing the baseboards where necessary. Rovins would not be responsible for fixing the drywall damages resulted from working on the floor and not higher than 10 inches from the floor.

Staircases

Rovins Flooring and Floor Squad does not build or rebuild staircases. The company provides wood covering of the existing staircase structure. We do our very best to discover and correct existing imperfections on the existing staircase

but we are not to be held responsible for any imperfections that may result from a faulty built staircase structure. We are only responsible for the integrity and the quality of the wood covering the existing staircase. Faulty structures may result in unlevelled steps, squeaks and abnormal gaps between risers, treads and the wood sides of the existing staircase. Our company may choose to caulk a few abnormal gaps but it is the duty of a professional painter to caulk and paint risers and sides after the flooring work is complete.

Sand & Finish Expectations

1. There will be noise, dust and some fumes during the sanding and finishing process. Dustless systems can minimize debris, but no system is 100% effective.
2. We will seal off the work area and protect finished surfaces as needed except for baseboards as explained in number 7 below.
3. It is Your responsibility to keep pets and kids away from the work area, and Rovins is not responsible for any such injury or anything related. See "Use Of Chemicals" below.
4. We will show you samples of stains right on the floor before the floor is completely sanded. The stain will be verbally approved by the owner and once applied there is no manner or procedure of changing it unless the floor is sanded and re stained at an additional cost. Rovins is not responsible for color changes once the stain has been selected by the owner.
5. We do not match stains and we do not guarantee a 100% match between the new floor and any existing stained wood. We will use our skills and knowledge consistent with industry standards to find the best matching stain but the ultimate decision is made only by the owner/client.
6. There shall be no traffic on the floor other than the flooring crew during the entire process of refinishing from start until the last coat of finish has dried. Any damage to the floor or finish resulting from disregarding Rovin's advice shall be considered permanent or it may be corrected at additional cost.
7. When the work is completed, You are expected to hire a professional painter, at Your own expense, to paint or touch up paint on baseboards, trims, door jambs, risers, stringers, spindles, posts or any other painted trim connected to the floor. As much as we try to avoid affecting the baseboards and door trims during our work, minor damage to the baseboards and door trim is expected and inevitable, and You should be prepared to hire a professional painter at Your own expense to cure such damage. We recommend painters not use masking tape or other such covering on the floor for at least 2 weeks while the floor is curing.
8. After the finish has dried, We recommend putting felt pads on the bottoms of any furniture to minimize scratches and dents. Place scatter rugs at all entrances, avoiding those with rubber backs, which can discolor your floor.
9. Rovins is not responsible for moving and reconnecting appliances. A licensed plumber or electrician should be hired to reconnect any appliance or electric device.
10. The oil base finish will dry in 24-48hrs depending on the conditions. Air circulation and heat may speed up the process. Do not attempt to walk on the floor in less than 24hrs before touching the floor by hand and make sure it is dry. Raised humidity and cold weather may slow the drying process.
11. Do not put down area rugs until the finish has cured which is about 2 days for water base and 1.5-2 weeks for oil base.

Refinishing site Preparation: Upon arrival the crew will seal kitchen cabinets as a mandatory task to minimize the dust, they will turn off the furnace and seal all vents and returns for the duration of the refinishing. In the winter time when its really cold and in the summer when its really hot and humid the furnace cannot be turned off because of the outside temperature and the homeowner should expect to replace the furnace filter. Upon request they can seal any appliance, additional rooms, or fixtures desired by the owner. In multi-unit buildings the customer is advised to check with the building management if the neighbors were alerted about the work being performed. If any of the neighbors have questions about the work being performed, the Rovins will be prepared to answer and explain the process. We believe that the work should begin only if all the neighbors are consenting and approving the work. The company is not responsible to announce the neighbors nor to explain the process after the work begun. In multiunit buildings the crew goes to the extent of sealing the door inside while refinishing and seal the door on the outside after leaving to minimize the amount of dust particles or fumes that may result in the refinishing process. Dustless systems are available upon request only and recommended where the negative air draft is too strong. Fans and air movers will be used where the space permits the placement.

Use of Chemicals: The owner is hereby advised that a potential health risk may occur as a result of the application of cleaning agents, dust particles resulting from sanding, oil and water base finishes or any other chemical (collectively,

“Chemicals”), used in the services listed on the Quote /Contract or verbally specified by a Rovins’ representative. The Customer acknowledges reading a copy of the Material Safety Data Sheets (written by the manufacturers) of Chemicals used in performing the services. Upon the specific written request of the Customer, Rovins can provide all the information necessary. Customer further represents that he\she accepts any and all risk regarding Chemicals, or similar materials, set forth herein. Customer hereby releases and forever discharges Rovins Flooring / Floor Squad and its agents, principals, owners, shareholders, directors, managers and employees from any and all claims as to injuries damages and health problems of any nature, whether known or unknown, suffered as a result of the application of Chemicals or similar materials.

Incorrect Expectations

The following is a list of informational expectations that the Customer should **NOT** expect:

1. A Table Top Finish – Each piece of wood sands differently depending on the grain and milling, making it virtually impossible for a completely flat finish.
2. Dust Particle-Free Finish – It is not possible to achieve a “clean room” environment and some dust and carpet fibers can be expected to fall on the freshly finished floor before it can dry completely. Minor imperfections in the finish will disappear generally within the first 60-90 days of living on the floor.
3. A Monochromatic Floor – Wood as a natural product varies from piece to piece. It is milled from a tree and will have grain and color variations consistent with the grade and species of hardwood selected.
4. A Floor That Will Not Scratch or Dent - Hardwood flooring can be dented by something as common as women's high-heeled shoes, a pet's claws, a cell phone, a baby toy etc. Varying species of hardwood foreign and domestic have different densities and will show damage less than others. Be sure to visit with one of our hardwood flooring professionals to discuss which species of hardwood would best fit your lifestyle.

Inspecting your Floor in accordance with NWF National Wood Flooring Association

Floors should be inspected from a standing position with shoes on under medium, natural lighting. Inspecting floors laying down, using canned lights, flash lights, magnifying glass or with glare from windows is not an acceptable method. When floors are site finished by hand, they may contain a slight amount of particulate such as hair, sanding marks and finish marks. This occurs as part of being a hand built product in an open environment. We work very hard to minimize any imperfections. It is important for our clients to understand that allowances are made both by the NWFA (National Wood Flooring Association) and the manufacturers of the finishes and to have reasonable expectations for a finished floor. Industry standards allow for a very small amount of sanding marks, buffer swirl marks and applicator marks. We take great care to smooth and level to the degree possible whatever imperfections may appear on the floor, but it’s important to us to maintain the structural integrity of the floor. Handcrafted work of any kind should and will show unique signs that it is handcrafted. Some permanent marks like deep water stains, urine may not come off when floor is refinished. Upon request and with additional charges we can replace the damaged boards and further proceed with the refinishing process.

Maintaining your floors

Please see below for Rovins’ suggestions on maintaining Your floors:

1. Do not use sheet vinyl or tile floor care products on wood floors. Self-polishing acrylic waxes cause wood to become slippery and appear dull quickly.
2. Use throw rugs both inside and outside doorways to help prevent grit, dirt and other debris from being tracked onto your wood floors. This will prevent scratching.
3. Do not wet-mop a wood floor. Standing water can dull the finish, damage the wood and leave a discoloring residue.
4. Wipe up spills immediately with a slightly dampened towel.
5. Put fabric-faced felts under the legs of furniture to prevent scuffing and scratching.
6. Avoid walking on your wood floors with cleats, sports shoes and high heels. A 125-pound woman walking in high heels has an impact of 2,000 pounds per square inch. An exposed heel nail can exert up to 8,000 pounds per square inch. This kind of impact can dent any floor surface.
7. When moving heavy furniture, do not slide it on wood flooring. It is best to pick up the furniture completely to protect the wood flooring.
8. For wood flooring in the kitchen, place an area rug in front of the kitchen sink, dishwasher and stove.

9. Don't walk across your floor in muddy boots, stiletto heels, cleats or shoes with any abrasive objects stuck to the bottom of them as this may cause surface damage to the finish and the plank flooring itself.
10. Never allow standing water on your hardwood for any length of time. Clean up any spills immediately, house plants should have something between their pots and the flooring material.
11. Do not play with your dog on your floor. Animals have a hard time gaining traction on a finished wood surface resulting in scratches and compression marks in the wood itself.
12. Use a humidifier throughout the winter months to keep wood movement and shrinkage to a minimum.

Completion Certificates: Upon Completion of the services customer agrees to inspect the services immediately and notify Company's crew of any complaints before they leave. To the extent that may validly do so, the parties agree that the service will be deemed to be fully acceptable if not notice of any defect in materials or workmanship is received by Company in writing within 3 days of completion of services. The 3 days allowed for any questions or concerns are more than enough to determine if the work is accepted or not. When the crew leaves the premises, the floor will have a fresh coat of finish. The floor will dry overnight into the finished product. Unless a walkthrough with our representative is possible, the owner is responsible to check the floor for any issues and notify the company. We do not ask for down payments on any refinishing work because we are confident in our performance and quality. After the payment was made and/or the furniture was placed back there is zero tolerance on call backs and touch ups.

Touch Ups: For any issue mentioned within 3 days after completion, Rovins will send out a crew to fix it. The touch up will be scheduled in a timely manner based on the current schedule and availability. The company is not responsible for any fees or charges the customer may be submitted to as a result of the delayed finishing time (Example but not limited to: accommodation fees, moving fees).

Liability: Rovins shall not be liable for any damages caused by delay in rendering performance hereunder arising from any cause beyond the reasonable control of Rovins, or as a result of strikes, or third party work stoppage.

IN NO EVENT SHALL ROVINS BE LIABLE TO THE CUSTOMER FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUE AND/OR PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL ROVINS BE LIABLE FOR DAMAGES IN AN AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID AND PAYABLE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Integrity Protection: Rovins will use its own employees or subcontractors to complete the contracted work. At any given time if an employee or subcontractor will offer their services to the Customer for future projects outside Rovins employment or as a side job opportunity, the Customer will be awarded the price of the contract if he/she notifies Rovins. . Similarly, we respectfully request that Customers do not try to hire Rovins employees or subcontractors outside Rovins for future projects or for a side job opportunity. If the employees or subcontractors will notify the company about such an incident the company will file suit for damages of \$5000 and more with a reward towards the employee loyalty.

No Other Agreements or Representations: This Agreement and any attachments hereto constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and shall supersede all proposals, prior agreements and representations, oral or written, and all communications between the parties relating to the subject matter hereof. No representative of Rovins has the authority to make representations, guarantees, agreements or other promises other than an instrument in writing executed by the duly authorized officer of Rovins.

Payment: Payments are due upon completion of work to Company's representative. Any payments made thereafter shall be delivered to Company's address as shown on the face of this Agreement within 3 days after completion. Any amount owing the Company and not paid within 30 days after due date shall bear interest at the lesser of 18% per annum or the highest interest rate until paid. All returned checks are subject to a \$30 fee per incident. Credit card payments are subject to additional fees representing the interest of the credit card company. Credit card charge backs (customer claims the transaction was fraudulent or the service was not satisfactory in order to force company into a credit card dispute without the resolution of an appropriate court) are considered fraudulent and will be penalized with a 20% per month until the amount was repaid.

Dispute Resolution: Customer agrees to notify Company within three days after completion of the work of all complaints in writing, and allow Company to inspect and/or correct any deficiencies in the services. Customer and Company agree that all disputes, controversies or claims regarding the inadequacy of services between Customer and Rovins arising from or relating to this Agreement, and/or the services to be provided by Rovins shall be submitted to

binding arbitration in accordance with JAMS rules. The arbitration award in any such proceeding shall be final and binding upon both parties, and either party may apply to an appropriate court to enforce such award, if necessary. Rovins' image shall not be compromised in any way using defamatory reviews online on any website until a final resolution of an appropriate court was reached and awarded the customer as oppose Rovins. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of law provisions.

Cost: Should Rovins be required to bring an action to enforce the terms hereof or declare rights hereunder, Rovins shall be entitled to recover from Customer all costs and reasonable attorney's fees required in asserting its rights under this Agreement in any action, arbitration, trial or appeal.

Enforceability: If any provision of this Agreement is deemed invalid, unenforceable or illegal, the entire Agreement shall remain in full force and effect and the Arbitrator shall modify the invalid, unenforceable or illegal provision of this Agreement to the least possible extent as to not change or alter its original meaning. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision.

By signing the Quote provided or by verbally agreeing to let the company perform the quoted work You/the Customer confirms that You have read, understand and agree to the above provisions of this Agreement.