

Contract Agreement

Brazilian Floors, LLC agrees to start and diligently pursue work through to completion, but shall not be held responsible for causes beyond its reasonable control.

1. Brazilian Floors, LLC shall not be liable for any lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this contract.
 2. Upon agreement of this contract Brazilian Floors LLC reserves at least 10 days to schedule your project, for installation, sand and finish, repairs, etc., unless otherwise agreed.
 3. The job site will be clean from all material used for the specific work of wood flooring only, any other trash, dirt; dust caused by any other subcontractor will not be the responsibility of Brazilian Floors LLC to pick up.
 - a. Brazilian Floors LLC is not responsible for moving appliances or any builder related obstructions, disconnecting, reconnecting any appliances, toilets, sinks, or the adjustments and cutting of any doors.
 - b. All installations are guaranteed for a period of one year against defects in workmanship.
 - c. All Sand and finish and Buffing, are guaranteed for a period of one year against defects in workmanship.
 4. Due to the nature of this wood product, Brazilian Floors cannot guarantee a perfect and uniform match of colors.
 5. It is responsibility of the builder to maintain the floors once installed and to maintain the climate of the house to prevent shrinkage and swelling of wood.
 - a. If scratches, water damage or any other damage occurs to the new floor because of poor care or negligence of other subcontractors after its installation, Brazilian Floors LLC will not be responsible for any repairs. Additional charges will go in effect; day of repair should not be expected right away until payments are made.
 - b. If these project is related to repairs, Brazilian Floors LLC will do what is in its best capabilities to repair the damages but will not be held responsible if stains or unlevelled floors cannot be repaired, sanded, etc; 100%.
 - c. Delays on any work scheduled that goes beyond the control of Brazilian Floors LLC, as weather should not constitute abandonment and should not be included in calculating time frames for payments of performance.
 - d. A service charge will be applied on all past due account at rate of 2% per month or 24% per annum. Brazilian Floors LLC, reserves the right to make any equitable adjustments necessary in event of salesman error. Cancellation charge on stocking items is 25% of total item cost. Special orders and custom cuts are not subject to cancellation.
 6. The parties to this agreement are PURCHASER and SELLER (BRAZILIAN FLOORS, LLC). PURCHASER represents that he/she has the legal authority and right to enter into this contract and that he/she agrees to keep the property and improvements free from any obstructive or conflicting claim that would interfere with SELLER (BRAZILIAN FLOORS, LLC)'S work or performance under this contract.
 7. PURCHASER agrees to make all payment in accordance with terms and conditions of this contract. PURCHASER further agrees that any payments not made timely, will be subject to interest at the rate 1 1/2% per month, or at the then prevailing highest legal rate, unpaid in full. PURCHASER also agrees that non-payment of all or any part if the agreed amount, SHALL RENDER ALL SELLER (BRAZILIAN FLOORS, LLC)'S WARRANTYS NULL AND VOID.
 8. Should arbitration or lawsuit be brought by either party to enforce that terms of this contract, or any dispute arising out of it, the prevailing party shall be entitled to reasonable attorneys fees.
 9. All plans and specifications noted on the face of the contract are made an integral part of this agreement.
 10. PURCHASER understand that any changes which are to be made to the agreed upon plans and specifications, may result in additional costs of labor or material or both. PURCHASER agrees to pay such additional costs upon presentation of billing by SELLER (BRAZILIAN FLOORS, LLC).
 11. Both parties agree NO modification to this contract shall be enforceable unless it is in writing and signed by both parties.
 12. It is further understood and agreed that there are no other agreement between the parties, either written or oral regarding the subject matter of this contract and that this contract reflects the full and complete understanding between the parties.
 13. The contract is an offer by PURCHASER to buy from the SELLER (BRAZILIAN FLOORS, LLC) and must be accepted by SELLER (BRAZILIAN FLOORS, LLC) in order to become binding on the parties. SELLER (BRAZILIAN FLOORS, LLC) reserves the right to discontinue work under the contract in the event of a significant change in PURCHASER'S credit rating, unless satisfactory credit arrangements are agreed upon subsequent to such change.
 14. PURCHASER understands that high heels, particularly when worn so that the spike or nail is exposed, can cause indentations and scratches because of the extreme pressure per square inch. Such damage is not the result of installation and/or refinishing methods. PURCHASER agrees that SELLER (BRAZILIAN FLOORS, LLC) is not to accept responsibility or claims for damage caused by high-heel traffic.
 15. Under current law, this agreement may be cancelled unilaterally by PURCHASER by notifying SELLER (BRAZILIAN FLOORS, LLC) in writing by registered mail or telegram by midnight of the third day following signing of the contract. If PURCHASER cancels the contract at any other time, he/she shall be responsible for any costs which may have accrued to SELLER (BRAZILIAN FLOORS, LLC). Further, no return of materials delivered to job site may be permitted without prior written approval of SELLER (BRAZILIAN FLOORS, LLC).
 16. All prices that are based on plans or measurements provided by PURCHASER are subject to increase in the event of any inaccuracies therein.
 17. FORCE MAJEURE: Delay caused by floods, strikes, labor disputes, accidents, acts of God or other causes beyond the reasonable control of the SELLER (BRAZILIAN FLOORS, LLC), shall excuse or extend the time for performance of the contract. PURCHASER has provided for such property damage insurance as he/ she feels adequate.
 18. PURCHASE agrees to have all work areas broom clean and ready for the floor layers and/or refinishers when they arrive. PURCHASER also agrees to have 220 volt, 30 amp power available 100 feet of the work area via standard electrical outlets.
 19. PURCHASER'S responsibility includes the removal of all furniture, fixtures and appliances so that the SELLER (BRAZILIAN FLOORS, LLC) shall have clear access to the work area. Unless specified, this contract DOES NOT included sub-floors preparation.
 20. PURCHASER is responsible for providing proper temperature and humidity conditions at the job site. PURCHASER is aware that wood products can be adversely affected by too little or too much humidity, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.
 21. PURCHASER accepts responsibility for materials delivered to job site in good order by SELLER (BRAZILIAN FLOORS, LLC) or his suppliers and agrees to provide protection against theft and damage from the elements.
 22. SELLER (BRAZILIAN FLOORS, LLC) agrees to furnish the materials specified in the contract and to complete all work called for, in a professional and workmanlike manner, according to standard practice in the industry.
 23. MATERIAL WARRANTIES are solely those of the manufactures of the materials specified. PURCHASER agrees to look solely to those manufactures for all warranty claims. PURCHASER furthers agrees that SELLER (BRAZILIAN FLOORS, LLC) shall NOT be responsible for any consequential damages arising as a result of the failure or misuse of any product.
 24. PURCHASER is aware that job site temperature and moisture conditions may adversely affect wood products and therefore PURCHASER expressly agrees that SELLER (BRAZILIAN FLOORS, LLC) shall not be responsible for any expansion, shrinkage, cupping, buckling or other reaction of wood to moisture, or dryness without regard to the size, grade or precious condition of the material. SELLER (BRAZILIAN FLOORS, LLC) shall further not be held responsible for any type of insect infestation.
 25. PURCHASER is aware that sanding of the wood products will create fine dust in the air and PURCHASER has taken such precaution as he/ she feels adequate to protect the surrounding area from such dust. SELLER (BRAZILIAN FLOORS, LLC) SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE DUST NOR SHALL SELLER (BRAZILIAN FLOORS, LLC) BE RESPONSIBLE TO CLEAN UP SUCH DUST.
- * For information concerning the Maryland Home Improvement Commission, including whether a person is licensed and his record with the MHIC, call (410) 230-6309 or 1-888-218-5925. Visit the website <http://www.dllr.state.md.us> and click on Occupational and Professional Licensing.
- * For information concerning the Virginia Board of Contractors please contact DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION (804) 367-8511 • www.dpor.virginia.gov
- Perimeter Center, 9960 Mayland Drive • Richmond VA 23233
- * For information concerning a license, call 202-442-4400 (TTY-TDD at 202-442-8940) or contact DCRA, Office of the General Counsel, 941 North Capitol St. NE, Suite 9400, Washington, D.C. 20002.

The above paragraphs have been read and agreed to by all parties to this contract and shall be held an integral part thereof.