**\*\*\*DISCLAIMER\*\*\*READ PRIOR TO USAGE**

**THIS DOCUMENT IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY! THIS EXAMPLE AGREEMENT IS NOT COMPLETE AND MUST BE MODIFIED PRIOR TO USAGE. YOU MUST CONSULT WITH AN ATTORNEY FOR APPROPRIATE INSTALLATION ENGAGEMENT CONTRACT LANGUAGE, INCLUDING RISK EXPOSURE MANAGEMENT AND MITIGATION, AND ITEMS PARTICULAR TO YOUR LOCATION. DRiBOND CONCRETE OVERLAY SOLUTIONS, LLC DOES NOT PROVIDE LEGAL ADVISE OR COUNSEL.**

**INSERT YOUR COMPANY/BUSINESS LOGO**

**INSERT YOUR COMPANY/BUSINESS ADDRESS**

**INSERT YOUR PHONE NUMBER, EMAIL, ETC.**

**ILLUSTRATIVE CUSTOMER INSTALLATION ENGAGEMENT AGREEMENT – POOL AND POOL DECK**

|  |  |  |
| --- | --- | --- |
| Client Name(s): | Phone Number(s): | Today’s Date: |
| Street Address: | Subdivision: | Gate Code: |
| City, State & Zip Code: | Email(s): | Product Manufacturer: |
| Product Name and Dimensions: | Product Color: | Installation Pattern: |
| **INSTALLATION SCOPE AND PROCESS**  Installation scope, materials and process will be performed with materials and installation aspects as provided elsewhere in this Agreement.  [INSERT YOUR PROJECT SCOPE DETAILS HERE]. Hardscape material installations include the cutting of stone, brick, porcelain and concrete which inherently creates airborne particulate matter (dust). As such, we strongly recommend clients take appropriate precautions to safeguard possessions, including the removal of dust sensitive items and use of materials such as visqueen and/or drop cloths to seal off and protect areas from dust. You will likely need to hire a professional pool cleaning company after the installation is completed.  Municipalities and Home Owner Associations have varying permitting requirements and processes. It is the client’s responsibility to ensure all required permitting is satisfactorily completed and posted before installation commencement. Clients can hire [INSERT YOUR COMPANY/BUSINESS NAME] to assist with the permitting process; however, it will remain the client’s responsibility to ensure full compliance with all required permitting aspects. After all permits are issued and before installation commencement, [INSERT YOUR COMPANY/BUSINESS NAME] will file a Notice of Commencement (which is a form publicly filed in county records to signify that our installation project is beginning).  [INSERT YOUR COMPANY/BUSINESS NAME] will engage one of our qualified experienced hardscape subcontractors to complete your installation. Your [INSERT YOUR COMPANY/BUSINESS NAME] Professional will periodically be on-site to provide guidance, inspect and oversee the installation process. | | |

**CLIENT SATISFACTION COMMITMENT**

[INSERT YOUR COMPANY/BUSINESS NAME] promises the highest level of collaboration, service and satisfaction. Our installation quality advantage includes DRiBOND®, a patented, revolutionary polymer-modified bonding agent. [INSERT YOUR COMPANY/BUSINESS NAME] guarantees the quality of our labor and installation for [INSERT NUMBER] years from the date of installation as it relates to the installed product popping, spreading, sinking or issues with installed border integrity. The [INSERT NUMBER]-year guarantee is subject to the substrate maintaining its structural integrity and does not cover items such as natural disasters, heavy commercial vehicle damage, or damage caused by tree roots.

**OTHER TERMS AND CONDITIONS**

This Installation Engagement Agreement (Agreement) shall constitute a binding Contract in accordance with terms as described within this Agreement. The material contained in this Agreement form the complete Contract and any other expressed or implied representations, warranties or conditions are null and void.

All material shall be the property of [INSERT YOUR COMPANY/BUSINESS NAME] until such time that final payment has been received and shall be subject to the [INSERT YOUR STATE HERE] Mechanics Lien Law and Uniform Commercial Code. By executing this Agreement, Client hereby grants to [INSERT YOUR COMPANY/BUSINESS NAME] a security interest in the material under the Uniform Commercial Code.

Client is responsible to remove all objects from the work area (i.e. furniture, pots/planters, personal items, etc.) prior to installation commencement. Client is also strongly encouraged to remove any other dust sensitive items and use materials such as visqueen and/or drop cloths to seal off and protect areas from dust.

[INSERT YOUR COMPANY/BUSINESS NAME] is not responsible for damage to sidewalks, gas lines, electric lines, telephone lines, sprinkler lines, septic tanks, drain fields, landscape or sod.

[INSERT YOUR COMPANY/BUSINESS NAME] is not responsible for installation delays due to fire, flooding, hurricanes, natural disasters, or other conditions or contingencies beyond its control, including unavailability of materials from manufacturers and/or suppliers.

Any dispute with respect to this Agreement, its terms, conditions and enforcement shall be governed by the State of [INSERT YOUR STATE HERE] and the venue of determination in a court of law shall be in [INSERT CITY, COUNTY & STATE].

**LIABILITY RELEASE AND HOLD HARMLESS**

CONSULT WITH YOUR LEGAL COUNSEL FOR APPROPRIATE LIABILITY RELEASE AND HOLD HARMLESS LANGUAGE.

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| --- | --- |
| **REMOVE EXISTING PAVERS**  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **DRIBOND® BASE SETTING**  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **COVERED BACK DECK OVERLAY**  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **PATIO/POOL DECK OVERLAY**  Complete installation of 30 mm Pavers using DRiBOND® system over existing concrete surface.  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **POOL or SPA COPING, BULLNOSE**  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_linear feet at $\_\_\_\_\_\_\_\_\_\_\_ per linear foot | $ |
| **POOL DECK-O-DRAIN – CONCRETE DRAINAGE SYSTEM**  Area is \_\_\_\_\_\_\_\_\_\_\_\_ linear feet at $\_\_\_\_\_\_\_\_\_\_\_ per linear foot | $ |
| **WATERLINE TILE PREP**  Area is\_\_\_\_\_\_\_\_\_\_\_\_ linear feet at $\_\_\_\_\_\_\_\_\_\_\_ per linear foot | $ |
| **STEP WATERLINE TILE**  Area is \_\_\_\_\_\_\_\_\_\_ linear feet at $\_\_\_\_\_\_\_\_\_\_\_\_ per linear foot | $ |
| **GEM COAT PLASTER & START-UP OF POOL**  Area is \_\_\_\_\_\_\_\_\_ linear feet at $\_\_\_\_\_\_\_\_\_\_\_ \_\_per linear foot | $ |
| **FRONT ENTRY REMOVAL & INSTALLATION**  Area is \_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **PRESSURE CLEAN, HYDRO SCRUB, AND/OR APPLY SEALER TO TILE**  Area is \_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **INSTALL ADDITIONAL CONCRETE**  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **CONCRETE REPAIR (describe in this document)** | $ |
| **WET CUT ENTIRE PROJECT OPTION (reduce dust)** | $ |
| **ARTIFICIAL TURF INSTALLATION**  Area is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_square feet at $\_\_\_\_\_\_\_\_\_\_ per square foot | $ |
| **PERMITTING PROCESS ASSISTANCE - client retains primary responsibility** | $ |
| **OTHER** | $ |
| **PAYMENT TERMS**  40% of Total Price is payable upon Proposal signing. An additional 30% is payable at the commencement of installation and the remaining 30% balance is payable upon installation completion. A restocking fee may apply in the event of material changes. Changes in installation design, scope, layout or materials that result in an increase in Total Price will be documented and formally approved via client(s) signature. A fee will be assessed for any returned checks.  Final Payment remittance will evidence client satisfaction with the completed installation (excluding sealer application if delayed by weather). | Subtotal of Above $\_\_\_\_\_\_\_\_\_  Delivery Cost $\_\_\_\_\_\_\_\_\_  Tax  Card Processing  Fee (3%) $\_\_\_\_\_\_\_\_\_  **Total Price**  $\_\_\_\_\_\_\_\_\_  Deposit Payment $\_\_\_\_\_\_\_\_\_  Project Start Pmt. $\_\_\_\_\_\_\_\_\_  Final Payment $\_\_\_\_\_\_\_\_\_ |

**ADDITIONAL INSTALLATION CONSIDERATIONS**

Prices, specifications and conditions are binding provided Client signs Agreement by [INSERT DAY/MONTH/YEAR]. Describe additional project details here…

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| --- | --- |
| **BINDING ACCEPTANCE OF INSTALLATION ENGAGEMENT AGREEMENT**  Prices, specifications, conditions, and liability release and hold harmless verbiage contained in this Installation Engagement Agreement are understood, found to be satisfactory and are hereby accepted. All payments will be made as defined in Payment Terms.  The below Client Signature(s) evidence acceptance of this Installation Engagement Agreement and authorizes [INSERT YOUR COMPANY/BUSINESS NAME] to complete the specified work. Client Signature(s) bind the client commitment to complete the installation engagement. |  |
| **CLIENT SIGNATURE(S)**  X  X | **DATE SIGNED** |

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