

## Terms of Business for First Street Flooring, 129 West Third St, Salida, Co 81201 719- 539-6182

### GENERAL

1. First Street Flooring(Seller) is responsible for *selling* and *warranting* flooring materials, window coverings and Oreck Vacuums and parts. Most material is special ordered to the Customers' specifications directly from the Supplier.
2. Customers' materials are ordered once we receive the customer deposit. Seller is not responsible for manufacturer or shipper delays. Any delays will be communicated and coordinated with the customer.
3. Seller is not responsible for Customer measures. First Street Flooring provides a free professional measuring service on all material sales.
4. It is the responsibility of the Customer to communicate any special instructions to the Installer and to discuss any additions or deletions with First Street Flooring before the installation takes place.
5. Each material is unique and each sample is represented as closely as possible to final product. Buyer understands that there may be a dye-lot and size variation from samples in the store.

### INSTALLATION

1. All flooring *installation* is subcontracted to companies or individuals who provide the service to First Street Flooring.
2. Installers contracted by First Street Flooring will warranty their work for one year.
3. Both the Buyer and the Installer should inspect the product **PRIOR** to installation to ensure it is the correct materials and that they are free of defect.
4. If the Customer contracts the Installer to move furniture, the Installer will move the large items of furniture, but **cannot** handle small personal effects and valuables, or the disconnection and reconnection of any electronics or gas appliances.
5. Unforeseen structural problems may be uncovered upon installation. Their immediate remedy is not the responsibility of First Street Flooring. Upon discovery, the issue will be discussed with the Buyer and we will help you find and execute an appropriate solution.
6. Seller is not responsible for chips, dents or remedy of conditions of existing moldings, doors, jambs or fixtures.
7. Seller is not responsible for cutting doors, unless otherwise contracted.
8. Most flooring installations are considered light construction work. The Installers attempt to keep dust and disturbance to a minimum and to cut outdoors when possible. Any debris from installation will be removed by the Installer. It is, however, not the responsibility of First Street Flooring to clean a house after an installation.
9. It is the Buyers and Installer's responsibility to inspect the installed product before the Installer leaves. If the Buyer is not able to do this, then we advise that you set up a time as soon as possible with the Installer to come back when you are there and do a walk through.

### WARRANTY

1. Materials are covered by the Manufacturer's warranty. It is the Buyer's responsibility to read the manufacturer's terms of warranty and make sure that they are compliant.
2. In general, most Manufacturer's warranties apply only to the original owner and do not apply to rental properties.
3. The Seller will provide warranty information to the customer. If you do not receive this, it is the Buyer's responsibility to ask First Street Flooring for the information.
4. Any complaints must be addressed immediately. Material defects must be reported to Suppliers within 30 days of purchase.
5. **Returns** – If we have more than two unopened **full** cartons of any material remaining from *our* measures, we will reimburse the customer. There are no returns with a customer measure. Depending on the circumstances, some materials may be returned with a re-stocking and freight fee, others cannot. Our goal is to have between one and two cartons of wood or tile flooring remaining on site for any future repairs or replacements. Overages of more than that on our measurements will be reimbursed to the Customer.

### PAYMENT

1. A 50% deposit must be received before we will make any orders or schedule an installation with the customer.
2. The receipt of a deposit will be a contractual agreement that indicates that you have accepted these Terms of Business.
3. Payment in full is due once the installation of the flooring or blinds is complete and all parties are satisfied.

## **Additional Terms of Installation**

### **HARDWOOD/LAMINATE INSTALLATIONS**

1. It is the responsibility of the Installer and Homeowner to note the relative humidity of the house when the flooring is installed. **It is then the responsibility of the Homeowner to maintain that humidity. If proper humidity is not maintained, the hardwood may change dimensionally.**
2. First Street Flooring will supply the Buyer with maintenance instructions in order for the Customer to maintain the warranty.
3. Please do NOT EVER use a steam cleaner on hardwood flooring.

### **TILE**

1. Installation of tile and backer board creates dust! Customer should move surface items and plan a deep clean once installation is complete.
2. Unless contracted by the Customer, grout sealing will be the responsibility of the Customer – it should be done once the grout has had time to completely dry (between 5 and 10 days) and before any moisture is used around the grout.

### **CARPET**

1. Customers should anticipate some scratching of walls and baseboards from carpet and expect some touch-up after installation.
2. Please read the maintenance instructions carefully to stay within the warranty guidelines – **please make sure that your vacuum is compatible with your carpet.**

### **VINYL – Sheet and plank/tile**

1. All floor surfaces need to be flat, clean and dry and compliant with adhesive warranty. The use of a subfloor may be required to comply.
2. If customer is replacing appliances, please protect your new flooring with boards.

### **BLINDS**

1. First Street Flooring will be responsible for the fit of any blinds that they have measured.
2. Any obvious defect in a blind must be reported to us within 30 days.