

# Foam Home Terms and Conditions

## Terms and Conditions Applicable to Contracted Projects

- 1) Legally Binding Agreement:** By agreeing to an estimate with Foam Home Co., you are agreeing to a legally binding contract for work to be completed at an agreed upon price.
- 2) Product Warranties:** All warranties are limited to those offered by the manufacturers of the products used. Foam Home Co. makes no additional warranties. If you ever have a concern regarding our work, Foam Home Co. should be notified immediately.
- 3) Water Usage:** By signing this agreement, you agree to provide Foam Home Co. the right to use an on-site water supply as needed to complete the stated project without compensation. If an exterior water supply is required, it will be at an additional charge. It is the customer's responsibility to make sure the water supply is on and in working order before we arrive. Additional charges will be applied if water is not available.
- 4) Electrical Usage:** By signing this agreement, you agree to provide Foam Home Co. the right to use an on-site source of electricity as needed to complete the stated project without compensation. If an exterior source is required it will be at an additional charge.
- 5) Courtesy:** While Foam Home Co. is on location and performing work on your property, you are responsible for keeping all children and pets, as well as other individuals away from the work area. This is for your safety as well as our own.
- 6) Payments:** Payments to Foam Home Co. are due as per the contract schedule and are to be paid by check, credit card or cash. All balances are due upon completion of the job. Any variance to this policy must be agreed upon and in writing on our contract. Late charges will be assessed on all balances not paid in accordance with contract terms. The customer agrees to pay any collection cost incurred by Foam Home Co. related to the collection process of outstanding balances.
- 7) Scheduling:** Scheduling in a business which productivity relies upon the weather can be difficult. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum, however, circumstances that are beyond our control may affect your project start and completion dates. You will be notified of any changes.
- 8) Removal & Replacement of Deck Contents:** Removal and replacement of grills, deck furniture, planters and any other items are the responsibility of the homeowner. Should we need to remove items from the deck, we will not be responsible for any damage, breakage or for storage issues. An additional charge may be applied for time and labor devoted to the removal of these items.
- 9) Damages:** Foam Home Co. is not responsible for damages due to improperly installed

siding, loose shingles or siding, broken or opened windows, improperly sealed windows and doors, wood rot, defective construction, pigment loss in paint, improperly secured wires, loose or improperly installed gutters and leaders and improper caulking. In every aluminum siding case and in some cases with vinyl siding, the sun and weather will bleach the color or cause fading. Power washing, which entails removal of chalky, gritty or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. Foam Home Co. will not be responsible for such conditions. Foam Home Co. will not be responsible for loose mortar that may dislodge during the cleaning process.

**10) Stains:** Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stains, clay stains or mud daubers, and paints are examples of materials that cannot be removed by conventional means. We make every attempt to point these areas out to the customer when quoting the project. Sometimes these stains cannot be removed at all.

**11)** Foam Home expects your property to be in good repair and weathertight. This includes, but is not limited to all electrical service including receptacles and light fixtures. Doors and windows shall also be weathertight. Foam Home is not responsible for damages as a result of water infiltration from poor or improper installation, maintenance or repair of electrical related items or doors or windows. Foam Home cannot guarantee removal of artillery fungus from exterior house surfaces.

**12)** Windows will be washed and rinsed. Window drying is not included and in some cases water spots are left on windows.

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