



Installation Agreement & Warranty

Thank you for choosing us to install your flooring. We very much appreciate the opportunity, and we are committed to excellence in our work!

The following is our agreement for installation.

Flooring

The description of the flooring we are installing for you is detailed on your Proposal. By signing below, you are indicating that you have reviewed the Proposal closely and that the details are all correct.

Furniture, Electronics, and Fixtures

We help with furniture removal and replacement with some limitations. Please see important details below regarding this service.

- Furniture removal and replacement is not included with your order unless specifically itemized on the Proposal. Replacement of furniture will not be included on any solid wood installations that require sand and finish due to the extra time required for polyurethane to fully cure.
- Our installers, while committed to being careful with your items, are not professional movers. **All items are moved at your own risk!**
- To ensure a timely installation, all decorative items, knick-knacks, lamps, picture frames, etc. need to be removed from furniture and stored away.
- Please strip your beds of sheets and linens, empty bookcases, China cabinets, fridges, etc.
- We do not move the following items: pianos, pool tables, paintings/artwork, grandfather clocks, aquariums, gun safes, antiques, breakables, or anything requiring disassembly.
- We will help with disassembling and assembling for standard bed frames. **We will not unhook or disassemble modern electric beds; this is the homeowners responsibility.**
- We do not move items that are fixed to the floors, walls, or ceiling.
- Our installers do not unhook or re-hook any electronic equipment, electrical fixtures, or hardwired appliances. You'll need an electrician to do so.

Plumbing

- Our installers do not unhook or reconnect gas stoves, toilets, icemakers, dishwashers, gas dryers, etc. You will need to hire a plumber for these items.
- Builders Carpet and Design Center, Inc. will not be responsible for water damage from unprotected wall plumbing and pipes if we are contracted to install baseboards or shoe mold. Internal pipes should be installed within code and have a protective metal plate up to 6" off the ground.

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Pets

- Homeowner is responsible for securing all pets prior to installer's arrival and for the duration of the installation.

Power, Room Temperature, Humidity Control

- Electrical power must be available at the job site.
- Carpet: Job site must be acclimated to at least 67 degrees for three hours before, during, and after installation.
- Hardwood: Job site must be acclimated to normal living conditions at least 3 days before delivering to the job site and then for the life of the floor.
- **Hardwood floors expand and contract in response to fluctuations in temperature and humidity. It is essential for relative humidity to stay within 35-55% at the jobsite before, during, and after installation.**

Pull up of Existing Floors

- Pull up and disposal of existing flooring is not included with your order unless specifically itemized on the Proposal.
- Pull up of glued carpet: We will quote you a basic price for this work, however, we cannot be held responsible for unforeseen situations. If the glue on the existing carpet is extremely aggressive or if the process of pulling it up causes subfloor damage, we reserve the right to charge for additional labor and material cost.
- Pull up of wood floors, tile, or vinyl: We will quote you a basic price, however the price could rise due to unforeseen circumstances.
- If extra charges apply, you will be notified immediately and have the option of paying the additional charges or doing the work yourself. There will be no refund for the original materials ordered for the job.
- We cannot be held responsible for unknown circumstances at the time of measuring. Our estimators make every effort to include every item we can foresee, but things such as the sub-floor condition can't be known until the existing flooring is torn out.
- **For health reasons, our installers reserve the right to refuse to pull up urine soaked/pet damaged floors.**

Doors

- When changing floors, sometimes the new floor is taller than your prior floor. Some interior and exterior doors may need to be cut to fit the new floors. Exterior doors may require new thresholds. Your quote does not include this service if it becomes required.

Paint

- Our installers make every effort to be as careful as possible but due to the nature of construction and the materials our installers are handling, some baseboards and walls may get scuffed/marked and need minor paint touch ups. This is the homeowner's responsibility within reason. Please contact your sales representative or our installation manager if you have a claim.

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Seams

- We guarantee professionally constructed durable seams. Professionally constructed seams are **NOT** invisible seams. There are many factors affecting whether a seam will be visible including but not limited to natural/artificial lighting, the thickness of the product, and the construction and color of the product. We make every effort to place seams in locations that will help reduce visibility and product waste.

Carpeting on Stairs & High Moisture Areas

- Most carpet manufacturers exclude staircases/landings as well as high moisture areas from their warranties. Please contact your sales representative for any specific concerns about a product warranty.

Patterned Carpet

- No pattern is without skew, and no room is built perfectly square. We do our best to get the most pleasing look in the room, but some run off is possible.

Natural Products

- Products made from natural materials (hardwood, stone tile, ceramic tile, and wool) have natural variations. These natural variations are not defects, and no refund will be made for natural products that have normal color, texture, and appearance variations.

Hidden Wires or Other Unusual Conditions

- In the event the building or residence has wires or other conditions hidden under the existing floor, we must be notified of this fact prior to our pulling up the existing floor.

Job Completion/Cleanup

- Our installers are expected to clean up and remove all trash related to the project from the jobsite.
- We take measures to minimize dust as much as possible but due to the nature of construction, dust is to be expected on most installation projects. A full interior cleaning and replacement of your AC filters is suggested after we have completed your installation. This cost is your responsibility.

Payment of Balance Due

- Payment is due immediately upon completion of the job. Checks can be given to our installers, or your sales representative can help process any credit card transactions.

Defective Flooring

- Fortunately, it is a rare situation, but should we determine that the flooring materials that we install in your home are defective, we will make it a top priority to replace the materials. We will expedite your replacement on our schedule to the best of our ability.
- Monetary compensation is not provided for lost wages, lost revenue, or any other contingency, including but not limited to the cost of other contractors, the cost of alternate accommodation or psychological distress.

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Cancellation Policy

- Once you schedule an installation, it must be cancelled before 12 P.M. on the previous business day (Monday-Friday). Otherwise, a \$50 fee will be assessed for late cancellation.

Maintenance

- Proper maintenance is essential for best results and for warranty service. Please ask your sales representative for the manufacturer's maintenance instructions. Most manufacturers carry this information directly on their website.
- Area rugs and runners can help reduce wear for hard surface flooring in high traffic areas.
- Natural light and UV radiation can lighten floors over time. Consider blinds, shutters, or curtains to help protect your floors.
- **Improper maintenance and/or lack of proper floor protection can void your warranty. Please see manufacturer literature and ask our sales representative if you have any specific concerns.**

One Year Limited Warranty

- In addition to any warranty extended to the customer directly from the manufacturer of the product or materials used in the installation, Builders Carpet and Design Center, Inc. will separately warrant that all its work substantially conforms to the manufacturer's recommendations and follows industry standards and quality guidelines. Upon notice from the customer, Builders Carpet and Design Center, Inc. will correct any faults related to defective workmanship or misapplication of the product at NO additional cost to the customer. For a period of one (1) year from the date of substantial completion of the work, upon notice to Builders Carpet and Design Center, Inc. and only if work is determined to have been performed in a manner inconsistent with industry standards, we will assist in the resolution of such defective work. If the warranty work requires replacement of a product that is no longer available, the customer agrees to accept a reasonable product match.

Warranty Exclusions

- Any installation defect that was apparent or ascertainable at the time the work was completed but was not promptly reported to Builders Carpet and Design Center, Inc.
- Damage related to subsequent alterations, improper use or abuse of the covered items by any person other than a Builders Carpet and Design Center, Inc. installer or representative.
- Damage resulting from fires, storms, electrical malfunctions, accidents, floods, subgrade moisture conditions, leaks, or acts of God.
- Damage related to your failure to observe any instructions from Builders Carpet and Design Center, Inc. and/or requirements of the manufacturer with respect to the product, including failure to control humidity and temperature levels within your home.
- Any item furnished by you.
- The installation of odd lots, close-outs, or unwarranted product.

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Legal: Notice Under Texas Residential Construction Liability Act

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of the chapter may affect your rights to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to Builders Carpet and Design Center, Inc. by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Property Code and must describe the construction defect. If requested by Builders Carpet and Design Center, Inc. you must allow us an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Miscellaneous Terms

- **Terms of Payment:** In addition to the terms stated above, you agree to pay all costs of collection, including without limitation all attorney's fees, filing fees, and court costs as they are billed by us.
- **Subcontractors:** We reserve the right to subcontract any or all portion of the work being performed. This will not affect any warranties or guarantees specified.
- **Trade References:** If Builders Carpet and Design Center, Inc. provides you with a trade reference, we are only giving a recommendation. We are not affiliated with any vendors, and we receive no monetary compensation for their referral. Any claims will need to be directed at the vendor and not Builders Carpet and Design Center, Inc.
- **No Other Agreement:** Except as otherwise mutually agreed in writing, this Proposal, Terms and Conditions, and Installation Agreement & Warranty (known as the "Construction Contract") are the complete agreement of the parties and supersede all other agreements or understandings, written or oral. There are no warranties, representations, covenants, or agreement, express or implied, between the parties except those expressly set forth in this "Construction Contract". This contract may only be amended by a written document duly executed by both parties.

I acknowledge that I have read and agree to the terms and conditions set forth by Builders Carpet and Design Center, Inc.

Signature: _____

(Buyer)

Date: _____