

# **ERICKSON ASPHALT SERVICES, INC.: CONTRACT TERMS AND CONDITIONS**

## **NOTICE OF LIEN RIGHTS**

AS REQUIRED BY THE MINNESOTA CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY, BUILDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

### **ACCEPTANCE OF WORK**

All labor and materials are conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by THE CLIENT over and above the contract price. A 20% cancellation fee will be charged if project is cancelled after three (3) business days of contract date.

### **CLIENT'S RESPONSIBILITIES**

Specification sheets, drawings and other documentation presented in this proposal shall be a part of the contract. It is the responsibility of the CLIENT or their representative to be familiar of/with the terms and conditions stated herein and of other documentation. Client acknowledges and understands that it shall be responsible for obtaining and cost's accrued for any and all permits, bonds and/or licenses, which may be required in connection with the performance of this proposal/contract. The client shall be responsible for repairing any private utilities lines damaged by Erickson Asphalt Services, Inc. during the course of this project which were unmarked, un-documented and/or non-conforming to prevailing code. While Erickson Asphalt Services, Inc. shall be held responsible for repairing utilities in situations where Erickson Asphalt Services, Inc. damaged marked, conforming utility lines. Erickson Asphalt Services, Inc. shall not be liable for additional costs associated with utility interruption regardless of whether the lines were marked and/or documented properly or not. The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpster, etc.) at the scheduled project start date and time. Erickson Asphalt Services, Inc. reserves the right to adjust the agreed upon project price if the job conditions prevent the Erickson Asphalt Services, Inc. crew from starting on time and proceeding without interruption. Erickson Asphalt Services, Inc. advise the client to take preventative measures for the area to be paved and spray for weeds at least seven(7) days prior to the scheduled start date (basing and/or paving) the driveway. Client shall also be responsible for back filling all areas that border along the newly paved surface to help eliminate potential crack and/or the breaking of the edges.

### **INCLEMENT WEATHER**

Inclement weather may alter the completion of work to be furnished.

Erickson Asphalt Services, Inc. shall not be held liable for delays in completion of projects due to inclement weather.

### **SOIL CONDITIONS – WATER DRAINAGE**

The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Erickson Asphalt Services, Inc. shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground springs, contaminated soil, etc. If failure does occur, Erickson Asphalt Services, Inc. will notify the client for inspection. Projects where the natural fall of the land is less than 2% and all patching projects. Erickson Asphalt Services, Inc. does not guarantee that there will be total water drainage on pavements after repair and Erickson Asphalt Service, Inc. shall not be held liable for ponding or retention in surrounding areas.

### **WARRANTY**

Erickson Asphalt Services, Inc. guarantees against failure due to defective materials or substandard workmanship for a period of five years from the installation date. The warranty does not cover failure due to ground movement, settling within five (5) feet of the foundation or damage of automobile fluids or the penetration of weeds through the pavement. If warranty work is required, Erickson Asphalt Services, Inc. is responsible for repairing the area accordance with standard industry practice which includes removing the damaged area and patching it with new asphalt or heating the damaged area and raking it back to proper condition. Erickson Asphalt Services, Inc. warranty does not require that Erickson Asphalt Services, Inc. replace an entire driveway due to pavement failure. EXTENDED WARRANTY: If the client hires Erickson Asphalt Services, Inc. maintenance service to crack fill and sealcoat the new pavement within the first two years after pavement the warranty extends for an additional two years. If the client hires Erickson Asphalt Services, Inc. to crack fill and sealcoat the pavement within three years of the first maintenance service, the warranty is extended another two years. A third maintenance service within three years of the second maintenance service extends the warranty one year for a full ten (10) year warranty. Warranties do not apply to sealcoat, crack filling, patching jobs, or infrared repairs.

### **PAYMENT INFORMATION**

Payment is due immediately upon completion of work. Types of payments accepted are cash, check or most major credit cards. Any returned checks will be charged a \$50.00 service charge for each return. Credit card Payments will be assessed an additional 3.5% service charge of the contract amount for credit card processing.

### **HOLD-BACK**

I agree that if I have a dispute about the work that has been completed, I will hold-back no more than an amount equal to (5%) percent of the BALANCE DUE until the work has been completed. I also agree that once the work has been reasonably completed, I will pay the amount that I held back within two (2) days after the work has been completed and that if I do not, I will owe Erickson Asphalt Services, Inc. an additional amount of 10% of the balance due.

### **ATTORNEY'S FEES**

In the event of any litigation arising from or related to this agreement, or the services provided under this agreement, Erickson Asphalt Services, INC. shall be entitled to recover from the client all reasonable cost incurred including staff, time, court cost, attorney's fees, and all other related expenses incurred in such litigation.

### **DELINQUENCY CHARGE**

Payment is due immediately upon completion of work. If the CLIENT defaults on the payment required, CLIENT will be liable for all costs of collection, including reasonable attorney's fees and delinquency charge on the balance at a rate of 1.5% per month (18% APR). Erickson Asphalt Services, Inc. holds the rights to all materials used to complete contract and reserves the right to remove said materials from property because of non-payment. All costs incurred during this removal will be charged to the contract holder, as the job is not complete until final payment is received. This cost will also include labor that was incurred to install this base and asphalt. During removal of asphalt, any property damage will be the responsibility of the contract holder.

### **ADDITIONAL WARRANTY, PRODUCT INFORMATION, AND MAINTENANCE**

Since the asphalt in blacktop needs time to oxidize, usually 6-24 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is normal to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. Erickson Asphalt Services, Inc. recommends that you sealcoat the new pavement within the first year after paving. Sealcoat may flake or peel in areas that hold water, contain tree sap or any car cleaning type products.

### **INDEMNITY**

Following installation, the client shall be responsible for all materials and shall be held solely liable for all personal injuries, death, property damage, losses or expenses related to or any way connected with the materials or services provided by Erickson Asphalt Services, Inc. The client hereby agrees to indemnify and hold Erickson Asphalt Services, Inc. and its agent harmless from any and all loss, expense liability, or attorney's fees in connection with such events.