

## **BOLFING BROTHERS MARBLE INC.**

*Serving the construction community with beautiful and useful products for the kitchen and bath since 1976*

This contract is between \_\_\_\_\_ (Buyer)  
whether one or more and BOLFING BROTHERS MARBLE INC. (Seller).

1. Buyer agrees to the general terms and conditions, listed herein, in addition to any specific details noted on the attached proposal, which is incorporated herein as if fully set forth at length. Buyer agrees to make the required **down payment** and pay the balance, if any, is **due upon completion** of the job.
2. The buyer will accept work performed with reasonable care, in good faith, meeting professional industry standards.
3. Price of any item is based on acceptance of the **whole proposal**. Changes to the proposal may result in additional cost. Prices **may change** after field measurements. All sizes quoted include cabinet overhang.
4. Acceptance of this proposal does not constitute the seller's offer to extend credit. If the down payment is made by credit card sale, the balance due will be charged to the buyer's credit card upon completion of the work. Buyer **assumes the cost of any legal, collection or filing fees** if necessary for the seller to receive payment.
5. Buyer agrees to a mechanic's and materialmen's lien on the real property described below to secure payment of any outstanding balances.
6. Any dispute, claim or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation or validity thereof, also including the determination of the scope or applicability of this Agreement to arbitrate, shall be referred to mediation and if not resolved then it shall be determined by binding arbitration in Houston, Texas, before a sole arbitrator, in accordance with the laws of the State of Texas. The arbitration shall be administered by JAMS, or its successor, pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs.

Upon conclusion of the mediation, either party may initiate arbitration by providing to JAMS and the other party a written request for arbitration, setting forth the subject of the dispute and the relief requested. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Dispute Resolution paragraph may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys fees, to be

paid by the party against whom enforcement is ordered. For disputed claims of less than TEN THOUSAND (\$10,000.00) DOLLARS, either Buyer or Seller may opt out of the mediation/arbitration provisions recited above by seeking relief in a Justice of the Peace Court in the County where the real property is located. **PLEASE INITIAL \_\_\_\_\_**

7. Since all work is based on the buyer's specifications, changes after acceptance of the proposal **will result in additional cost if the job is in progress**. Only written changes will be accepted. Any additional charges for changes may be **collected in advance of production** and the **completion date will be extended**.
8. Although final selections may not be available at the time the proposal is issued, Bolfin Brothers Marble Inc. **does not assume the responsibility for delay of the job** resulting from incomplete selections.
9. Inherent differences in physical properties, the nature of the manufacturing process, and lighting variation will make **showroom samples differ from the finished product**. This is not a defect in the material. The buyer understands that natural stone products vary widely from samples.
10. Seams in Cultured Carble, Cultured Granite, Starstone®, or other solid surface materials, SileStone® and granite are **not guaranteed to be invisible**. Seams will be visible on edges and tops. Starstone® and granite require solid decking.
11. The buyer has responsibility to provide a safe environment for the installer. The seller will exercise safe work habits, reporting any hazardous conditions. The seller will provide proof of insurance if requested.
12. The seller has the responsibility to **inform the buyer regarding the care and maintenance** of the product. Service work due to misuse of the product is **not covered** by warranty. **In general,**

<b>Darker colors of cultured marble, cultured granite and solid surface materials require more maintenance.</b>	<b>Lighter colors of granite and natural marble require more maintenance.</b>
<b>This does not constitute a defect in the material.</b>	

After the installation is approved by the buyer, there is no implied or verbal warranty beyond what is stated in this contract. The buyer will pursue warranty issues with the manufacturer of the product.

There are **certain disclaimers**, which must be understood in the event that work is performed in an **occupied, existing home**, which may not apply to new construction. **I understand that Bolfing Brothers Marble Inc. is NOT responsible** for the following:

1. Plumbing or electrical work, bracing, trim or cabinetwork. If these items are included in the project the details will be listed in a “scope of work” document.
2. Removal, disposal or reinstallation of existing material, unless stated in the proposal. If proposal includes tear out, **plumbing fixtures, cook tops or any other items intended for reuse must be removed** prior to our removal of existing material or **they will be discarded**. There is absolutely no guarantee of their condition after removal. **PLEASE INITIAL \_\_\_\_\_**
3. Damage to paint, wallpaper, sheetrock, carpet, doors, trim, cabinets, or mirrors. **PLEASE INITIAL \_\_\_\_\_**
4. Removal or reinstallation of mirrors or glass doors.
5. The safety or whereabouts of pets. Please be aware that installers will make several trips in and out of the work area. Please keep pets confined for their own safety.
6. The inevitable dust caused during the installation process. We suggest that **precautions be taken to limit the spread of dust**, by covering the nearby areas and turning off the air conditioning during the installation.

Warranty, cleaning, and maintenance information for all products including whirlpool pumps is an integral part of this contract, especially with regard to product usage. Bolfing Brothers Marble Inc. will provide easy guidelines to help maintain your investment. Please contact our office for cleaning instructions or download from our website, [www.bolfingbrothers.com](http://www.bolfingbrothers.com).

**Job address or reference number:** \_\_\_\_\_

**Legal Description:** Lot \_\_\_\_\_, Block \_\_\_\_\_, Section \_\_\_\_\_, a subdivision in \_\_\_\_\_ County, Texas.

**Drivers' License #** \_\_\_\_\_ **State of** \_\_\_\_\_

Bolfing Brothers Marble Inc. has my express permission to photograph this job in the various stages of work and to use the photographs on its website and other media.

AGREED AND ACCEPTED (including the terms of the attached proposal):

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Signature of Spouse

**Thank you for choosing Bolfing Brothers Marble Inc.**  
*18407 Telge Road, Cypress, Texas 77429 281-351-7195 phone 281-351-7198 fax*