



# Image Flooring LLC

## Proposal

**Date:**

January 14, 2016

**Expiration Date:**

April 13, 2016

**Plan Date:**

**Addendums:**

**Revision #:**

**Proposal #:**

00007126

**Client:**

General Contractors

**Project**

St Lukes MOB Wound Care 330

20 NE Saint Luke's Blvd  
Lee's Summit, MO, 64086

### Proposal Notes

Image Flooring is a 2 Year **INSTALL** Warranty Contractor

**Included:**

- Attic Stock
- Minor Floor Prep
- Moisture Testing
- Patch To Match Existing

**Excluded:**

- Moisture Mitigation \$5.20 SF
- Sales Tax

**Addendum:**

- Addendum #1 1/02
- Addendum #2 1/05
- Addendum #3 1/13

### Description

- CPT-1: Bentley | Multiplay 4MYT40220T | Color: TBD, 24x24, Ashlar
- Healthbond adhesive
- Carpet Tile Labor
- Frighht
- LVT: Style/Color TBD (Priced Armstrong | Natural Creations)
- Armstrong Adhesive
- LVT Labor
- Freight
- RSF-1: Parterre | Remedy | T-510 Select Mahogany, 6' roll
- Weld Rod: To Match Parterre Select Mahogany
- Henry's Adhesive #622 Southland
- RSF-2: Armstrong | Medintone | H8311 Natural White, 6' roll
- Weld Rod: To Match Armstrong Medintone Natural White
- S599 Adhesive
- RSF-3: Armstrong | Rejuvenations Stone Run | Lithos Stone Phyllite 34335, 6' roll
- Weld Rod: To Match Armstrong Rejuvenations Lithos Stone
- S599 Adhesive
- Cove Stick 5'
- Cove Cap 12'
- Power Tape
- Foam Tape
- Sheet Vinyl Labor
- Freight
- RB-1: Roppe | Pinnacle Plus #65 | 110 Brown | Coil
- Mapei 575 Base Adhesive
- Wall Base Labor

Transition: Cpt to LVT: Roppe | #177 | 110 Brown  
Roppe Quick Stick Trans Tape  
Transition Labor  
Patch To Match Existing  
Mapei FF Floor Patch  
Minor Floor Prep  
Moisture Testing / Labor  
Install Materials  
Delivery Labor

<b>Grand Total</b>	<b>\$31,533.00</b>
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Image Flooring LLC. is pleased to present the following proposal for your review and acceptance. This proposal includes minor floor prep consisting of filling saw cuts, 1/4" holes and feathering at transitions. Unless specifically included in this proposal, the following flooring services are excluded: overtime, moisture remediation, demolition, vacuuming, damp mopping, buffing, waxing protection, floating, leveling, sealing, cleaning, or removal of foreign substances. This proposal does not include moving furniture, equipment, or other objects unless specifically listed. This price also excludes any addenda beyond this dated proposal. Any of the excluded services/items above would be at an additional material &/or labor charge. Seller retains a security interest. Terms and Conditions of Sale are attached. By accepting this proposal, you are agreeing to our full Terms and Conditions.

**Submitted By:** \_\_\_\_\_  
Maggie Bierschwal

**Accepted By:** \_\_\_\_\_

## TERMS & CONDITIONS OF SALE

All orders are subject to the following terms & conditions of sale, which must be signed by the Buyer.

**CANCELLATION & CHANGES.** In the event that this proposal is accepted (confirmed) by the Buyer & becomes an order, it is understood & agreed that it **cannot be cancelled except by mutual consent**. The Seller's order acknowledgement is final & binding & any subsequent changes are subject to Seller's ability to conform & are dependent upon factory approval. Changes in quantity or specifications are subject to approval by Seller & manufacturer. Resulting additional charges from the manufacturer shall be paid by the Buyer. All requests for changes in quantity or specification shall be delivered to the Seller in writing.

**PAYMENT & SECURITY INTEREST.** A deposit of 60% is required upon acceptance of the order.

The Buyer agrees to pay each invoice within fifteen (15) days of the invoice date. Merchandise will be invoiced on delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. **No payment shall be withheld on any invoice because of partial delivery of the entire order unless special terms are negotiated prior to order placement.** Customer shall make final inspection immediately following completion of installation & before occupancy & at that time provide Seller with a final list of items to be corrected (punch list). **Failure to make any claim for defect of any kind at the time such inspection should have been made shall constitute acceptance of the labor materials provided & waiver of such claims. Buyer retains the right to withhold 5% of payment due until correction of all punch list items is completed.** All Credit Card Transactions will be charged a convenience fee. The Buyer agrees to pay a finance charge of 1 ½ percent per month at the annual percentage rate of 18% on all delinquent invoices as well as expenses, attorney fees & court costs which Seller incurs by reason of Buyer's default. In the event that special materials or services (such as COM, COL, etc.) must be ordered by the Seller from a secondary vendor for delivery to the primary vendor, the Buyer will consider such materials or services acceptable for purposes of payment at the time of delivery to the primary vendor. **To secure full payment & performance of all Buyer's obligations to Seller, however arising, Buyer hereby grants to Seller a security interest in all the merchandise and labor sold hereunder, & in any proceeds thereof & any present & future attachments or additions thereto. Buyer agrees that a copy of this contract may be filed & will be sufficient as a financing statement under the Uniform Commercial Code in order to perfect such security interest,** & further agrees Seller may execute any other documents deemed necessary by Seller to give full legal affect to the provisions of this paragraph. All of the rights & remedies of Seller provided herein shall be cumulative & in addition to any other rights & remedies provided by law. Waiver by Seller of any breach of any provision hereof shall not constitute a waiver of any other breach.

**CLAIMS.** The Seller will file claims for transportation damage for all furniture delivered by Seller & damaged merchandise will be repaired or replaced. **Freight claims that are non-reimbursable as a result of Buyer's delays or other causes not within Seller's control are the responsibility of the Buyer. On drop shipments, it will be the Buyer's responsibility to inspect the merchandise & to file freight claims in the event of damage.**

**DELAYS.** In the event that construction delays or other causes not within Seller's control force postponement of delivery or installation, the materials will be stored until delivery or installation can be resumed, & will be considered accepted by the Buyer for purpose of payment. In such event, the Buyer shall reserve the right to withhold 10% (for 60 days max.) of the invoice amount of such shipments against the completion of the contract. The Buyer shall pay transfer & storage charges incurred after 10 days from receipt of goods on LTL orders. On truckload or greater orders, storage charges will be incurred based on receipt of goods.

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE.** Some manufacturers & suppliers are following the "price prevailing at time of shipment policy," therefore, when applicable, we will invoice the price prevailing at time of shipment.

**RETURN GOODS:** All merchandise, stock or otherwise, may be returned only with approved written authority by Seller & will be subject to a minimum 50% restocking charge plus freight & handling costs.

**WARRANTY.** Manufacturer warranty terms are available at your request & through your sales representative.

**DESIGN:** All Seller design proposals, including space plans, color schemes, drawings, blueprints & presentation boards are the exclusive property of Seller & use of them by other parties is prohibited until a contract is consummated.

**TAXES.** Prices are subject to appropriate sales, use, excise or any other tax or surcharge. Buyers exempt from taxes will furnish Certificates of Exemption at time of execution of this agreement.

**FREIGHT.** Freight charges are included in pricing unless otherwise indicated.

**DELIVERY & INSTALLATION.** In the event that delivery &/or installation is required as a part of this proposal, & in order to provide the most cost-effective bid for furniture installation & delivery, we have based our price on the following provisions which shall apply:

1. **Condition of Job Site** – The job site shall be clean, clear & free of debris prior to installation.
  - A. **Premises shall be in readiness to receive goods.** All construction work, painting, ceiling installation, utility installation & other work, shall be complete prior to the start of delivery of materials to the job site. On large projects, "complete" refers to the phase for which we are receiving product at that time.
  - B. Doorways, openings & elevators, shall be of sufficient size & carrying capacity to permit delivery of goods.
  - C. Installation shall be performed in accordance with plan specifications (if provided) or with adequate personal directions of the authorized representative of the Buyer. We will review our schedule for delivery of product with the General Contractor or the authorized representative of the Buyer prior to receipt of product at the site. In order to facilitate timely movement of product, exclusive use of an elevator & dock during receipt of product will be required. Exceptions to these stated conditions could/will result in additional charges.
2. **Job Site Services** –
  - A. Electric current, heat, hoisting &/or elevator service will be furnished to the installer without charge. Adequate facilities for offloading, staging, moving & handling of merchandise shall be provided to the Seller.
  - B. Parking space shall be available for loading & unloading vehicles at a point immediately adjacent to the loading platform or service entrance.
  - C. Materials delivered & brought onto the job site as scheduled shall be inspected & conditionally accepted by the Buyer. Security & safeguarding of the delivered materials will be the responsibility of the Buyer.
  - D. The authorized representative of the Buyer will walk the completed space, prior to installation, with the Seller Project Manager, Seller Salesperson & Installation Foreman to note building conditions. If a walk-thru is not done, Seller and Seller Subcontractors will not be responsible for damages to the building.
  - E. The contract time for completion is stated in terms of working days. We will complete the project in this agreed-to time frame. If the start date is delayed because of any job site conditions, it will affect the completion date & may involve additional installation charges.
3. **Special Packaging or Handling** – If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the Buyer.
4. **Delivery During Normal Business Hours** – Delivery & installation will be made during normal working hours. Additional labor costs resulting from overtime work performed at the Buyer's request or resulting from labor or building conditions will be paid by the Buyer. Additional cost issues will be brought to the attention of the General Contractor or the authorized representative of the Buyer at the time they occur.
5. **Storage Space** – Provided the merchandise does not arrive at the site earlier than the date requested, safe & adequate storage space will be provided by the Buyer. If the space provided is inadequate & requires excessive sorting or storage cost, such excess cost will be reimbursed by the Buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the Buyer.
6. **Damage** – After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire, theft, or other elements out of the control of the buyer &/or seller shall be the responsibility of the Buyer, & the Buyer agrees to hold the Seller harmless from loss for such reasons.
7. **Insurance** – Public Liability, Workmen's Compensation, Property Damage, Automotive & Occupational Disease insurance are carried by the Seller & certificates will be delivered upon request. Fire, Tornado, Flood & other insurance at the site will be provided & paid for by the Buyer.

**NO OTHER AGREEMENTS:** There are no other agreements expressed or implied other than those specified herein & those set forth in the agreement, proposal or sales order, specifications or delivery & installation schedules. The terms & conditions set forth herein & in the above-mentioned documents may not be varied except upon written approval of both Buyer & Seller.

\_\_\_\_\_  
Authorized Buyer Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date