

Falcone Crawl Space Terms & Conditions

Terms and conditions

Project Approval Process:

Thank you for trusting Falcone Crawl Space & Structural Repair ("Falcone") with your repair needs. We understand how important your home is to you and we truly appreciate the opportunity to work together. Falcone is a local, family-owned small business and we strive to offer the highest quality work and exceptional customer service.

A 50% non-refundable deposit is due upon contract approval and initiates scheduling the project start date. Electronic approval of the Falcone provided estimate and a paid deposit shall be deemed a mutually accepted contract including all terms, conditions, and warranties further detailed in the following paragraphs. Payment for deposit and balance due at completion may be paid by cash, check, money order, ACH, or credit card. We also offer several flexible financing options which your consultant can discuss further.

Estimates expire in 30 days.

Falcone Representations and Warranties:

1. All warranties are tied to the property and are transferrable to new owners. (Please have new owners contact Falcone once they take possession so that we can update the file).
2. Warranties shall go into effect only when the project is paid in full, and Customer satisfies all the other terms and conditions of the contract.
3. There are no warranties, expressed or implied, for work not identified in the approved project scope of work.
4. Falcone's warranty shall be limited to defects in workmanship within the scope of work performed by Falcone and Customer shall grant a period of 30 days for Falcone to remedy any defects in workmanship.
5. Dehumidifiers and Pump Spy combo kit sump pumps are warranted by the manufacturer for five (5) years from the date of installation. Standard sump pump kits are warranted by the manufacturer for three (3) years from the date of installation. Falcone will repair or replace dehumidifiers and sump pumps for free while product is under manufacturers' warranty period. Customer shall not modify the relative humidity settings set by Falcone on dehumidifiers at the time of installation and/or maintenance. For proper preventative care of sump pumps and dehumidifiers, it is strongly recommended that Customers enroll in the "Annual Crawl Space & Systems Maintenance Package".
6. Woodwork and piers are warranted for twenty (25) years from date of installation.
7. The fungal remediation warranty period is determined by the remediation option selected by Customer and is further detailed in the estimate provided. Any warranty period

greater than one (1) year is subject to Customer having an “Annual Crawl Space & Systems Maintenance Package” Falcone does not warrant smells or odors.

8. Helical Piers and Carbon Fiber straps have a lifetime manufacturer’s warranty.

9. Atmox systems are warrantied by the manufacturer for three (3) years.

10. Drainage installation has a one (1) year warranty period. This warranty period can be automatically extended each year if the Customer has an “Annual Crawl Space & Systems Maintenance Package”.

11. Bora Foam Encapsulation comes with a 25-year warranty against rips and tears. Liner Encapsulations include a 15-year warranty against rips and tears. This does not include damage due to other contractors, negligence or acts of God.

12. Owner shall notify Falcone of any alleged defects or breach of warranty within a reasonable time after discovery, in no event later than 20 days after discovery. All warranty claims must be presented in writing on Falcone’s Warranty Claim Form to Falcone to the following address and/or electronic mail address:

Falcone Crawl Space & Structural Repair
4134 Statesville Road
Charlotte, NC 28269
office@falconecrawlspace.com

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1. Cancellation: The project can be canceled up to seven (7) days before the scheduled start date by written Customer correspondence with Falcone. Permit fees and the 50% deposit paid at contract signing are non-refundable.

2. In the event of a work stoppage caused by matters beyond the control of Falcone, then Falcone shall have the right to terminate this agreement. In the event that this occurs, Falcone shall only be paid an amount equal to Falcone's cost for all materials delivered and labor expended up to date of cancellation.

3. Final Payment: Final payment for the project should be made on the last day of the project when the work is completed. Customers can make payment to the Crew Leader, contact the Falcone office, or pay online. Customer must coordinate with the Crew Leader to be present on final day to perform walkthrough and approve final project completion.

a. If there are pending items such as minor punch lists, job related omissions, plumbing or electrical installations, or engineer sign-off letters, Customer is still required to pay the balance on the day the job is completed.

4. Late Fees: Failure to make payment for a period in excess of seven (7) business days from the final day of job completion shall be deemed breach of contract. Customer agrees

to pay a penalty of 1% of past due amount per month for any payments that are more than seven (7) business days late. In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

5. Work site Customer responsibilities:

- a. Customer will relocate any personal items from the work area prior to the project start date. Any remaining items should be protected from potential damage, including but not limited to, dust, staining, marking and splashing of materials used during the project.
- b. Customer will secure any interior furnishings or décor that may be impacted by project construction.
- c. Customer is responsible to remove any landscaping that is in/around the work area that could be impacted by the project as well as replacing any landscaping at project completion.
- d. If applicable, Customer will complete the relocation of any recommended items (plumbing, ductwork, electrical, etc.) prior to scheduled install dates or contract Falcone to coordinate with a third-party tradesman at the Customer's expense.
- e. If applicable, Customer will, at their own expense, repair and complete any carpentry, painting, paneling, landscaping, finish work etc. that may be necessary after Falcone's work is completed.
- f. Owner represents that they are the owner and have legal title to the premises designated herein as the property address and agrees to ensure that the work contemplated is within the boundary lines of owner's property and does not encroach upon any easements, setback restrictions, zoning requirements or rights-of-way and to provide to Falcone at Owner's expense, survey or plot plans and permits.
- g. Owner shall obtain permission for Falcone to cross neighboring or abutting property if necessary.

6. Utility marking: Falcone will coordinate with 811 to mark any public utilities at the property. Customer will ensure to mark and identify any private lines such as satellite cables, internet/speaker cables, propane lines, downspout extensions, sprinkler system lines, private power cables, aging plumbing systems, etc. that may be hidden underground, and Customer assumes all liability if damaged if/when lines are not identified. There is no utility insurance included in this proposal. Falcone is not liable for damage to unmarked utilities, public or private, and any cost to repair or replace shall be the responsibility of the Customer.

7. Disclaimer: Due to the nature of construction projects, including foundation and structural repairs, there is a possibility of damage to other parts of the structure, including

but not limited to door/window function, personal items which have not been properly secured or relocated, fractures/cracks in walls and ceilings, damage to drywall or interior walls, interior surfaces and fixtures, or buckles/rolls in flooring. Falcone will not be responsible for these resulting damages.

8. Soil Quality: Falcone shall have no responsibility for the condition of the soils at the work site. Customer shall be responsible for any third-party charges associated with requiring a Structural Engineer and/or Soil Engineer to further assess soil quality at the work site.

9. Change Orders: The provided estimate and scope of work has been determined by visual inspection by Falcone as well as any report(s) provided by expert third parties such as home inspectors, and structural or soil engineers. Falcone will do everything possible to provide a complete and accurate repair estimate based on the information available. Unforeseen or non-controllable factors may arise which require additional materials, labor, or an expanded scope of work. Falcone will communicate any needed change orders and associated pricing to Customer as soon as reasonably possible, and prior to conducting any additional work outside the original scope of work. Should Customer decide not to continue to with the project based on the required change order, payment shall be due for work already completed and materials ordered for the project. Customer acknowledges that change orders may results in the original project timeline being affected.

10. Arbitration: Any and all disputes arising under this contract and related to the work performed hereunder shall be brought, heard, and resolved by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or any other mutually agreed upon independent arbitrator and judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction of the same. The exclusive venue of arbitration shall be the place where the project is located, and the arbitrator shall have authority to resolve proceedings and award remedies as available under applicable law. Each party shall be responsible for its own legal fees. Each party to this contract for itself, its successors and assigns, waives all right to trial by jury for any claim, dispute or other matter arising out of or related to this contract.

11. Photography Release: Falcone reserves the right to take photographs of the project during the construction process including photographs of the final product subsequent to construction. The photographs, digital negatives or prints produced by Falcone ("images") are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Falcone's written permission and/or license. Falcone reserves the right to use the images as its exclusive property for display, publication or other purposes including Falcone website, advertising, trade, promotion, exhibition and all social media (Instagram, Facebook, Twitter, etc). Client hereby grants Falcone and its legal

representatives and assigns, the irrevocable and unrestricted right to use and publish the images of the project for editorial, trade, advertising, promotion, exhibition, social media and any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. The images will not include any photograph of the individual Owners or of anyone in their household or any guests of the owner including any subcontractor. The images will be strictly of the project. The Client hereby releases Falcone, its agents, employees, photographers, and its legal representatives and assigns from all claims and liability relating to said images of the project.

12. Entire Agreement: This Contract, Terms and Conditions, and Warranties constitute the entire agreement of the parties. All prior agreements, either oral or written, if not specifically written into this contract shall be of no force or effect. This contract shall not be modified except in writing and signed by both parties.