

# Hooty's Concrete.com

## Terms of Service

Homeowner:

Telephone: (585)

Email:

Service address: TBD

## Our Warranty

- 1) We offer a one (1) year limited warranty on materials. Warranty is based on over 50% of the sidewalk or patio becoming unusable because of material defect determined by our concrete supplier. We offer no warranty for any service area, in addition it is the property owner's responsibility to determine what if any permits may or may not be necessary for the work requested. We request but do not require that property owners when applicable complete a tax exemption form. Any services that require marking of power or utility lines must be requested by the organization performing the work, generally there is a minimum ten day (10) or longer before all lines are marked, we thank you for your patience.

## Our Liability

- a. Our liability is limited and capped to the amount of fees paid for the service provided.
- b. The parties hereby agree to binding mediation prior to the initiation of legal proceedings and agree to the American Arbitration Association's mediation rules
- c. Unresolved mediation that commences civil process, action, or counter claim whether based in contract, tort, statutory rights or otherwise shall be brought forth in the seventh judicial district in Monroe County Court in the State of New York.
- d. In no event shall Hooty's Concrete, Robert C. Ayala or employees or partners aggregate liability exceed the amount actually paid for the service provided where any alleged liability occurred and is determined. In no event shall Hooty's Concrete be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with our services provided.

## Our Billing

- a. You agree to our fees prior to the start of work.
- b. Seventy percent (70%) is due two days (2) before we begin work.
- c. Thirty percent (30%) due when we arrive to remove forms
- d. We do not provide refunds on completed work.
- e. Service concludes upon payment.
- f. We accept cash, Mastercard or VISA

### Acceptance and Acknowledgment

You hereby acknowledge and agree to the provisions of this service agreement and acknowledge the company's warranty and liability policy.

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Homeowners Signature

### **Job Notes:**

Invoice \$

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70% deposit \$ due 2 days before work start date

Balance due per scope of work terms below.

### **Scope of Work Terms**

1. Day 1
2. Day 2
- 3.



**affordability You can trust.**