



# CONTRACT

**Prepared for:**

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**September 20, 2023****No. 58000**

TSR - Milwaukee | David Dornfeld  
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 www.tsrconcretecoatings.com

**CONCRETE COATING PURCHASE AGREEMENT**

- Diamond Profile for Permanent Adhesion ✓ Included
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application ✓ Included
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth ✓ Included
- Apply Polyurea Basecoat Evenly to Surface ✓ Included
- Broadcast Generous Amounts of Acrylic Chip ✓ Included
- Remove Excess Media Broadcast by Scraping ✓ Included
- Apply Polyaspartic Top Coat ✓ Included

**Warranty Does Not Cover the Following:**

**Cracking-Crumbling-Iron Oxide Penetration-Hydro Static Water Pressure-Corrosive Liquids or Solids**  
 Not Warranted

**WE DO NOT CHANGE THE PITCH OF THE CONCRETE OR LEVEL IT IN ANY CIRCUMSTANCE**

Understands

**\*\*Disclaimer\*\***

Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

**Additions, Notes, Special Instructions:**

It is the responsibility of the homeowner or property manager to remove all personal items from the project area. We are grinding concrete with metal diamond blades which can in some instances create dust depending on the softness of concrete. If you want an area taped off with plastic do so prior to our install.

## **WARRANTY**

Your Warranty for this Project: Residential Limited Lifetime Warranty

The Revamp Concrete Coating system is warranted against chipping, peeling, delamination, and UV stability. Non-concrete surfaces (such as wood joints, steps, etc.) are not covered by the warranty. Substrate failure, including cracks, sinking concrete, or future substrate failure are not covered by the warranty. Damage to the coating including corrosion, iron oxide penetration (rust) or solid/liquid corrosive chemicals (gas/brake klean/ammonia) are not covered by the warranty

## **COLORS**

CUSTOMER is responsible for all Color Selections and will be specified as to color and location as noted below per included area. Customer is made aware the coating system, unless specifically noted otherwise, will have a GLOSS FINISH. Color changes after confirmation could cause project delays and are subject to additional charges.

## **TEXTURE**

Any surface can be slippery, especially when wet with any fluid Revamp branded companies provide a non-porous finish that could result in temporary standing water/fluid and can become slippery when wet. Further, any surface can sweat or condensate when the slab temperature is cooler than the warm air around it. Our coating system provides a layer of insulation, which may help with sweating, but will NOT eliminate it. It is advised that slip resistant additives be applied to any coating system where this is a concern. Each area to be coated is noted with the texture choice of the customer based on sample options provided prior to entering this agreement. Floor texture options are as follows:

NONE: no additional texture

Tek Grip 4oz: generally used for sidewalks and exterior projects

Tek Grip 8oz: generally used for pool decks

In no event shall Revamp branded companies be responsible for injury incurred by a slip or fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives can assist with slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Revamp branded companies assume no responsibility for slip-fall accidents. Future updates to this floor project to alter texture and/or slip resistance are subject to an additional cost to the customer.

## **SUBSTRATE FAILURE / CRACK REPAIR**

Revamp branded companies uses a proprietary concrete mender system to fill/repair existing cracks. However, future settling, stress, expansion, and contraction can cause cracks to return. Customer acknowledges that substrate failure (including cracks) is NOT COVERED BY THE WARRANTY.

## **MOISTURE STOP DISCLAIMER**

Some projects require the use of special chemical preparation related to moisture detected at the time of initial inspection by your Revamp branded companies representative. Your representative has tested and made a reasonable determination on the necessity such chemical preparation and your contract reflects this determination. In some instances, unforeseen moisture may be detected at the time of installation that may cause delays or the need for chemical preparation. In the event of unforeseen moisture or a determination that specialty preparation is needed, customer will be notified of any additional cost. Disclaimer: the use of additional chemical preparation may cause delays of installation beyond the control of Revamp branded companies. Even when chemical preparation is included, Revamp branded companies does not warrant against standing water, sweating/condensation, or water intrusion.

## **START DATES**

Revamp branded companies does not expressly state or imply job start or duration dates.

## **OBSTRUCTION REMOVAL**

It is the responsibility of the CUSTOMER to remove any obstructions from the working area prior to the scheduled date of installation. Revamp branded companies is NOT responsible for removal of obstructions. Failure to remove all obstructions from working areas may cause delays and is subject to additional charges.

## **DUST PROTECTION**

Revamp branded companies uses industrial grade equipment and vacuum systems that collect most dust created during the installation process. However, some dust will escape and could be deposited in the working and adjacent area. It is the responsibility of the CUSTOMER to remove and/or protect any items (i.e. wall decorations, electronics, cabinets, shelving, etc.) prior to the installation of your coating system. STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS Standing water, sweating, condensation, leaks, water intrusion, and/or rust staining of any kind is NOT COVERED BY ANY Revamp branding companies.

## **SURFACE IMPERFECTIONS**

Revamp branded companies will utilize its best efforts to prepare the surface for application. Revamp branded companies does not level or grade surfaces. Application of coating may not alter or eliminate existing surface imperfections, including, but not limited to, high/ low spots that may result in standing water. There is no expressed or implied guarantee that surface imperfections will be completely hidden by the coating process.

## **VERTICAL COATING**

Vertical surface coating is for decorative purposes only. Revamp branded companies does not sand, grind, fill or make repairs to vertical surfaces. Pre-existing imperfections may be visible. The coating system applied to vertical surfaces may appear different than horizontal surfaces. Vertical coating can be rough and/or sharp to the touch. Please use caution when touching coated vertical surfaces.

## **RETURN TO USE**

Many variables can affect the drying and full cure times for your Revamp branded companies system. Return to use timeframes are as follows unless explicitly noted otherwise:

12 hours after completion: light foot traffic may resume.

24 hours after completion: lightweight items may be returned to the space. (i.e. - boxes or items that can be set into place)

48 hours after completion: return to full use. (i.e. - vehicle traffic, heavy items such as tool boxes, appliances, etc.)

Revamp branded companies is NOT responsible for damages caused by premature use of the coated surface outside of these guidelines. Customer agrees to WARRANTY, COLOR, TEXTURE, SUBSTRATE FAILURE/CRACK REPAIR, MOISTURE STOP DISCLAIMER, START DATES, OBSTRUCTION REMOVAL, DUST PROTECTION, STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS, SURFACE IMPERFECTIONS, VERTICAL COATING, and RETURN TO USE notes as stated above.

## **TERMS & CONDITIONS**

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". There are no promises, agreements, nor understandings not expressed in this proposal, and this writing constitutes the entire agreement. This is a legal binding contract.

### **Delay/Unknown Conditions:**

Events beyond the control of Contractor (Revamp branded companies) such as Acts of God, labor strikes, inclement weather, Buyers inability to qualify for or obtain financing, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by contractor. In the event the Contractor determines that the parties cannot perform this Agreement as intended, for example, unforeseen structural defects, unforeseen circumstances that may be detrimental to the coating process (including, but not limited to, moisture readings, concrete deterioration, substrate failure), pre-existing conditions to the Buyer's property, or incorrect pricing, the Contractor may cancel this Agreement. The Buyer will be notified of such cancellation in writing and return all monies paid by the Buyer. The Contractor (Revamp branded companies) and the Buyer(s) have determined that a definite start or completion date is not of the essence in this Agreement. Revamp branded companies does not state or imply job start or duration dates.

### **Cancellation:**

The Customer understands that they may cancel this contract without obligation with 3 business days following its execution. **AFTER THREE BUSINESS DAYS, THE DOWN PAYMENT IS NONREFUNDABLE.**

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". The customer understands that Revamp branded companies may incur substantial costs for administrative costs, material costs, re-measuring, labor, manufacturing and/or installation of products ordered. This contract is binding upon the Customer and Revamp branded companies before installation of the product ordered. If Customer does not make goods available to contractor (Revamp branded companies) and contractor (Revamp branded companies) does not pick them up within 20 days of the date the Customer notice of cancellation, Customer may retain or dispose of the goods without further obligation. If Customer fails to make goods available to contractor (Revamp branded companies), or if Customer agrees to return the goods to contractor (Revamp branded companies) and fails to do so, then Customer remains liable for performance of Customer's obligations under the contract. To cancel this transaction, mail or deliver a signed and dated cancellation notice (or any other written notice), to: Revamp branded companies 205 Evergreen Drive Lena, IL 61048.

### **Liens / Security Interest:**

The Customer is notified pursuant to state law that Revamp branded companies has the right to file a mechanic's lien on the above-mentioned residence if Revamp branded companies is not paid in full. The amount of the mechanic's lien under state law includes the unpaid balance of the contract plus statutory interest and attorney's fees.

### **Late Payment Fees / Legal Actions:**

# Evolution Flake



## Evolution Flake

**Quantity**

1

**Measurement**

530 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating



**Quantity**

1

Basement Coating

## Ballistix Slip-Resistance



**Quantity**

1

Ballistix Slip-Resistance

## Mender



**Quantity**

100

Concrete Repair

## Discounts

### 60% Off Installation



**Discount**

15.00%

## Pricing

Subtotal:	\$28,020.70
Discount:	\$4,203.11
<b>Grand Total:</b>	<b>\$23,817.59</b>
Deposit Amount:	\$9,527.03
Balance Due:	\$14,290.56

All promos and discounts have been applied

Payment due in full at completion of project

Projects cancelled/rescheduled without 14 day notice will be charged \$500 and will not be rescheduled until paid

Please initial next to the following statements to indicate that you have read, understand, and agree to them:

ReVamp Branded Companies do not level, pitch or grade concrete surfaces. \_\_\_\_\_

ReVamp Branded Companies do not prevent lime/calcium/mineral deposit or rust from (re)surfacing. \_\_\_\_\_

ReVamp Branded Companies have a walkaway/mobilization fee of \$350.00. This fee will be charged in the event a crew cannot perform the scope of work. \_\_\_\_\_

ReVamp Branded Companies do not repair or mend any vertical surface or stem walls \_\_\_\_\_

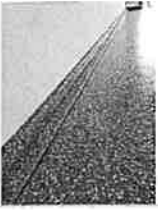
ReVamp Branded Companies do not coat, repair, or mend any control/expansion joints as they are considered industry standard structural members of the substrate. \_\_\_\_\_

I agree that the payment method used for my deposit payment may be securely kept on file to process the final payment for the remaining balance due immediately upon job completion. I understand that it is recommended that I, or someone else that I designate, be present at the job site upon completion to inspect and ensure everything is completed to my satisfaction. If nobody is present upon job completion, payment will still be processed for the remaining balance. \_\_\_\_\_

X \_\_\_\_\_  
Daniel Buckingham

X \_\_\_\_\_  
Company Authorized Signature

## Vertical Coating



**Quantity**  
100

Vertical Coatings

**Price:** ~~\$8,059.70~~ \$6,850.74

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Upon completion of the work to be performed under this Agreement, interest on any unpaid balance shall accrue at a simple rate of 2% per month. In addition, in the event that Revamp branded companies files a legal action to collect amounts owed in connection with this Agreement and is successful in such an action, the customer shall pay Revamp branded companies, in addition to the judgment the customer may be called upon to pay, the amount of the attorney's fees, as well as court costs of collection incurred by Revamp branded companies in connection with the action. Interest on such judgment and associated fees and costs shall accrue at a simple rate of 2% per month from the date of such judgment.

**Arbitration of Disputes:**

Contractor (Revamp branded companies) and Buyer(s) agree that any and all disputes, claims or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments accounts or notes, including by way of example and not as a limitation: (I) the relationships resulting from this Agreement and the transactions arising as a result thereof; (II) the terms of this Agreement; or (III) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the contractor's corporate office resides. As of the writing of this Agreement, Contractor currently resides at 205 Evergreen Drive Lena, IL 61048. The Buyer(s) agree that they will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award of costs and legal fees. Such fees and costs will be awarded on any judgment in favor of the Contractor. This Agreement to Arbitrate, and any award, finding or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting the Claim with the other party to this Agreement and with the American Arbitration Association will file notice of the demand for arbitration. The demand shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any Arbitration brought under this Agreement, and any award, finding or verdict of or from such proceedings shall remain confidential between the parties and shall not be made public. Both Buyer(s) and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties agree to relinquish their right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below. Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Buyer(s) in a suit brought by Contractor pursuant to this arbitration provision.

Revamp branded companies will provide to the Customer all written product warranties on materials after installation.

Revamp branded companies and Customer agree that all implied warranties including, without limitations, warranties of habitability, fitness for a particular purpose and merchantability are hereby excluded and there are no warranties of representations which extend beyond those expressly set forth in this agreement.

Revamp branded companies warrants workmanship (Labor) for twelve (12) months after the date of completion and will remedy substantial defects without charge to the Customer, upon written notice from Customer with such period. Beyond the first year, a mobilization charges deductible equal to no greater than ten percent of the contract price may be charged per occurrence.

Repairs to damaged coating will be at the Customer's expense if such damage is caused by structural defects, settling, severe structural cracks, acts of providence, customer negligence, intentional/ unintentional actions, accidental damage, damage caused by animals wild or domesticated and also within incidents on which an insured individuals or uninsured individuals were at fault. ReVamp branded companies shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage resulting therefrom. Alterations to coated surfaces, natural disasters, acts of God... ie. Hurricanes, tropical storms, named/ unnamed storms, coastal flooding, etc...

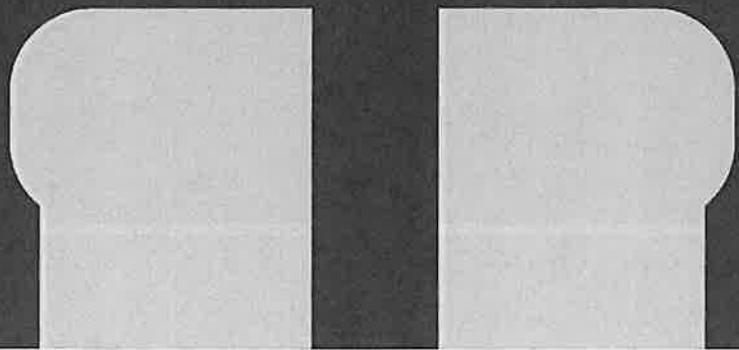
Revamp branded companies does not warranty damaged cause by individuals who are not listed on the home owners policy or contractors whom are insured/ lack of proper drainage (standing water), preexisting conditions such as damaged concrete, rust, class action lawsuits, manufacturer's warranty failure, substrate failure, leaks are not covered under the manufacturer's warranty and will cause the warranty to be void.





**REVAMP**  
COMPANIES

**\$60**  
*gift* **CARD**



- Limit 1 per customer.
- Must be claimed after installation is complete and project is paid in full.
- Delivered via email only.
- Must be installed by December 31st, 2023

After installation is complete claim your gift card at  
[www.revampcompanies.com/giftcard](http://www.revampcompanies.com/giftcard)

**Gift Card will be delivered via email  
within 45 days after submission.**

## Evolution Flake



### Evolution Flake

**Quantity**

1

**Measurement**

700 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating

**Quantity**

1

Basement Coating

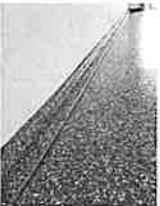
## Ballistix Slip-Resistance

**Quantity**

1

Ballistix Slip-Resistance

## Vertical Coating

**Quantity**

80

Vertical Coatings

**Price:** ~~\$9,893.00~~ \$8,409.05

## Evolution Flake



### Evolution Flake

**Quantity**

1

**Measurement**

700 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating

**Quantity**

1

Basement Coating

## Ballistix Slip-Resistance

**Quantity**

1

Ballistix Slip-Resistance

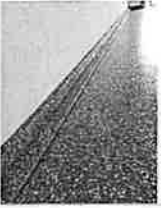
## Mender

**Quantity**

100

Concrete Repair

## Vertical Coating



**Quantity**  
80

Vertical Coatings

**Price:** ~~\$10,068.00~~ \$8,557.80