Footprints Floors Lowcountry





Estimator: John Gilbert (912) 910-9561 jgilbert@footprintsfloors.com **Client Info:** Allison Seaman 149 Fire Thorn Ln Pooler GA 31322 **Crobre #** 5 kpors Lowcountry **Created at:** Floor Lowcountry **Created at:** Floor #1048 Savanashi Floor #1048 (912) 461-2677³¹⁴⁰¹ https://footprintsfloors.com/lowcou ntry



WHY FOOTPRINTS FLOORS?

- Hignly competitive pricing
- Superior customer service, project
- Business operated with high integrity & value
- Excellent reputation
- 10+ vears in husiness
- 1 year craftemanchin warra
- Call for a free in home estimate

CHECK OUT OUR GALLERY & ROOM VISUALIZER

https://footprintsfloors.com/lowcountry

Call us - 912-461-2677

SERVICE AREAS





Area Description	Bid Type	Area Comments Issues / Concerns	Total
Summary	*OLD Install Only JHG	Board(s) Repair/Replace	\$3400
Category	Line Item	Description	Line Tota
Scope - Install Only JHG	***PROJECT SCOPE*** (Install Only)	Footprints Floors of the Lowcountry (FPF) will Option 1: Cosmetically apply stain and wax fillers to repair scratches in the wood. As discussed there are no guarantees that the available repair materials will be an exact match to the flooring. Cost of Option 1: \$900.00 per 1/2 day (1/2 day minimum). Option 2: Remove and replace up to 50 sqft of flooring. Homeowner to supply flooring materials. Cost of Option 2: \$2500.00 Customer to select option for repair work path.	
Misc - Install Only JHC	G Install Only - Misc Miscellaneous Work	Option 1: Cosmetically apply stain and wax fillers to repair scratches in the wood. As discussed there are no guarantees that the available repair materials will be an exact match to the flooring (1/2 day minimum).: \$900.00	
Misc - Install Only JHC	G Install Only - Misc Miscellaneous Work	Option 2: Remove and replace up to 50 sqft of flooring. Homeowner to supply flooring materials.: \$2500.00	

Attachment :

Notes :

'No Details'

Sub Total	\$3,400.00	
Тах	\$0.00	
Discount	\$0.00	

FOOTPRINTS floors **Quote #**316 **Created at:** 18 Aug, 2022

Grand Total

\$3,400.00

Lowcountry Floors Inc, a Georgia corporation DBA Footprints Floors of the Lowcountry ("Lowcountry Floors") operating in coastal Georgia and South Carolina, and is a part of the Agreement by and between Lowcountry Floors and Property Owner ("Owner")

TERMS AND CONDITIONS.

1. COLOR CHANGES. The Owner must choose all stain colors before any work is done. If a color change is requested after the work begins, Owner will be charged on a time and materials basis plus a standard 30% markup for overhead and profit.

2. CONTRACT. The Agreement becomes effective when signed by all parties. Owner agrees that the deposit stated herein is non-refundable in whole or partial at the discretion of Lowcountry Floors once the agreement is signed by the Owner. Any returned materials are subject to an additional minimum 25% restocking charge. Owner shall approve and accept the prices, specifications and conditions stated herein. Lowcountry Floors is authorized to do the work as specified herein. In the event that full payment is not made upon completion, Owner agrees to pay interest at 1.5% per month until all amounts are paid, or the maximum legal rate under applicable law, whichever is less, and Lowcountry Floors may record a mechanics' lien against the property where the work was done. In the event of legal proceedings over any dispute concerning the terms or performance of this contract, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses (including without limitation, costs of collection), prejudgment interest at eight percent (8%), and reasonable attorneys' fees and costs.

3. HIDDEN CONDITIONS. If, after beginning work, defects or other unforeseen or hidden conditions are discovered which could not reasonably have been discovered by Lowcountry Floors upon first inspection (e.g., invisible defects, hazardous materials, environmental conditions, etc.), Owner agrees to be charged and pay on a time and materials basis, plus a standard 30% markup for overhead and profit on the additional costs incurred as a result of such conditions.

4. HUMIDITY. Changes in relative humidity will change the size and appearance of wood. Owner agrees not to hold Lowcountry Floors liable for changes in wood appearance, texture, or durability related to relative humidity. Lowcountry Floors recommends that Owner consistently humidify or dehumidify the interior of the premises where the work is done to maintain a relative humidity level between 30% and 50% and temperature range of 60 to 80 degrees Fahrenheit.

5. PETS & CHILDREN. Owner will control all children and family pets and keep them (and their toys) away from the work area at all times during and after work hours. Owner agrees that Contractor and subcontractors will not be responsible for any pet or child leaving the home due to doors, windows, gates or other openings in the home being left open due to work in progress. Owner will keep all pet birds and fish in a closed room away from work area to avoid potentially harmful fumes, dust and drafts.

6. RESOLUTION OF DISPUTES. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, BUT EXPRESSLY EXCLUDING DISPUTES RELATED TO OWNER'S NON-PAYMENT OF AMOUNTS DUE TO Lowcountry Floors, SHALL BE FIRST MEDIATED IN AN ATTEMPT TO RESOLVE THE MATTER IN GOOD FAITH. IF THE MATTER CANNOT BE RESOLVED THROUGH MEDIATION, EITHER PARTY MAY FILE A COURT ACTION IN THE JURISDICTION IN WHICH THE OWNER'S PROPERTY WHERE THE WORK WAS DONE (OR WAS TO BE DONE) IS LOCATED. THE PARTIES AGREE THAT THE LAWS OF THE STATE OF GEORGIA SHALL APPLY TO ANY DISPUTE ARISING OUT OF THIS AGREEMENT, WITHOUT REGARD TO ITS CHOICE OR CONFLICTS OF LAWS PRINCIPLES. Unless prohibited by law and except for claims for overdue payment/balances, any legal action or proceeding (including mediation) brought or instituted by Owner(s) must be brought or instituted within a period of one (1) year from the date the work was completed, except that the one (1) year period will be tolled only during the pendency of any mediation required by this Agreement. Any such claim which is not timely submitted or filed as described above shall be forever barred. The parties further agree not to disparage one another, nor file any complaint or informational statements to third parties or post any negative written comments or reviews about Footprints Floors, Footprint Floors of the Lowcountry or Lowcountry Floors Inc, or any individual associated with Footprints Floors, Footprint Floors of the Lowcountry or Lowcountry Floors Inc on the internet or in printed publications, and they agree that they may be enjoined from same and be subject to civil damages for defamation, slander, and/or breach of contract.

7. HAZARDOUS MATERIALS. Owner shall disclose any knowledge of environmental conditions and/or hazardous materials known or suspected to exist where the work is to be done before it is to be done, including without limitation mold and asbestos. Should environmental conditions or hazardous materials be disclosed or discovered after this agreement is signed, then Lowcountry Floors may, at its sole option, terminate this agreement and Owner agrees to pay for all labor or materials expended or required emergency measures, plus 30% overhead and profit. Alternatively, Lowcountry Floors may, at its sole option, agree to do the work subject to the contingency that Owner shall, at its sole cost and expense, fully remediate any such environmental condition(s) or hazardous material(s) before Lowcountry Floors restarts any work.

8. OTHER TERMS AND CONDITIONS.

8.1 Owner agrees Lowcountry Floors shall not be held liable for any damages to the interior or exterior of the premises on which the work is performed or damage to any contents therein, including without limitation any damage incurred in connection with the moving of any furniture, appliances, or plumbing.

8.2 Should it become necessary for Lowcountry Floors to remove and/or install any antennas, cooling or heating appliances or other furniture or equipment, Owner understands that Lowcountry Floors does not assume any responsibility for said equipment, whether or not any problems are the result of the negligent acts or omissions of Lowcountry Floors or its employees, or its subcontractors whether or not any additional charge is made.

8.3 Lowcountry Floors does not assume in its Proposal any responsibility for correction of preexisting code violations or the repair of any existing defects, environmental conditions, or hazardous materials.

8.4 In the event of Owner's failure to make payment as provided herein (i.e. payment in full is due upon Lowcountry Floors' completion of the work to be performed hereunder, unless otherwise agreed in writing), the entire unpaid balance, including all applicable taxes, shall become immediately due and payable and shall bear interest at the rate set of one-and-one-half percent (1.5%) per month until paid in full, or the maximum legal rate under applicable law, whichever is less.

8.5 The Owner hereby releases and agrees to defend and hold Lowcountry Floors, its directors, owners, officers, agents, employees and subcontractors, harmless from any liability resulting from or due to the insufficient strength or existing structure of Owner's residence/building to bear weight, and from the results of any subsequent structural fault, except to the extent that such structural fault is caused by or is solely attributable to Lowcountry Floors' gross negligence.

8.6 The headings contained in this agreement are for the convenience of the Parties only and shall not be used in the interpretations of any provision hereof. This agreement constitutes the entire agreement between the Parties, and supersedes all Proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this agreement.

8.7. Any alterations or deviation from the specifications involving extra costs or any provision of this agreement will be effective only upon the execution of a written agreement signed by both Parties and will become an extra charge over and above the Proposal estimate.

8.8 Lowcountry Floors will not be liable to Owner for non-performance or delays due to strikes, riots, civil insurrections, and severe weather conditions and other Acts of God or conditions beyond Lowcountry Floors' reasonable control. Owner is to carry fire, tornado and other necessary insurance upon the work.

8.9 To the extent permitted by applicable law, neither Owner nor Lowcountry Floors may assert, and each party waives, any claim against the other party (including their respective partners, stockholders, members, officers, directors, agents, employees, subcontractors and controlling persons), on any theory of liability for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) for any Dispute. The parties further agree that in the event of a dispute, each of the parties will be limited to the recovery of any actual damages sustained by it and Lowcountry Floors liability shall in no event exceed the amounts it received under this Agreement to Owner.

8.10 Material warranties are solely those of the manufacturer and not of Lowcountry Floors. Owner agrees to look solely to the manufacturer for all warranty claims. Lowcountry Floors expressly disclaims any and all warranties, including any implied warranties, including without limitation the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

8.11 Lowcountry Floors proposes to perform the work in accordance with the specifications submitted and completed in a workmanlike manner according to standard practices.

8.12 Lowcountry Floors reserves the right to withdraw this Proposal at any time prior to starting the project, without any liability to Lowcountry Floors.

8.13 An adult 18 years of age or older must be present while installation occurs. Owner must secure all pets prior to Lowcountry Floors arrival and during installation. Owner shall be responsible to pay Lowcountry Floors for any and all damage caused or occasioned by Owner, or any invitee of Owner during the construction. The Owner agrees to pay for all labor or materials expended to repair damage plus 30% overhead and profit.

8.14 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be taken together to be an original and such counterparts shall together constitute one and the same document. Facsimiles or electronic signatures shall have the same force as an original physical signature.

8.15 It is hereby mutually agreed that the Contractor shall not be held responsible or liable for any monetary loss, damages or inconveniences from underlying moisture emissions not detected at the time of installation, that all efforts have been made to detect such a problem, and are

therefore not warranted.

REV: 02JAN2025

 ☑ I understand this is a legal representation of my signature signifying that I Allison Seaman accept this Proposal.