

LOGAN INSULATING AND FOAM SERVICE, LLC--TERMS AND CONDITIONS

SCOPE OF WORK—SPRAY OR INJECTED FOAM INSULATION

The work to be performed is defined by the job details on the estimate, which is part of this contract. A deposit may be requested prior to the start of work. After the materials have been purchased, the deposit will be non-refundable in case of job cancellation. Any additional work will be charged at Logan Insulating and Foam Service's (LIFS) prevailing rates. If the customer instructs the Logan Insulating and Foam Service's crew to spray additional work surfaces or to increase the thickness of the sprayed material beyond the agreed upon specifications, there will be additional charge. The crew is instructed to obtain the approval from the customer in writing on a written change order or verbally approved by owner, contractor or his representative along with the required deposit, if needed. Unless specified otherwise, air sealing of windows and doors is not part of the spray foam insulation. In case of customer provided measurement errors or omissions, LIFS will charge additional spray work at pro-rated cost in this contract. LIFS may, in its sole discretion, engage subcontractors to perform work and shall be responsible for compensating subcontractors for the proper completion of this contract. LIFS may in its sole discretion, charge a cleanup fee if house is not free of debris and in a broom swept condition, or may charge a travel and/or set up fee if job is not ready or accessible. LIFS agrees to remove all debris and leave premises in a broom clean condition.

Installation Warnings and Risks

Insulation foam can (and will) leak anywhere there is a gap, including under baseboards, between siding, around windows, and doors, etc. We will not accept responsibility for any damage caused by expansion and/or leakage of the foam inside walls of retro fit houses, such as cracks, bowed or popped walls, due to improperly installed drywall, sheeting, paneling, etc. If drilling is required, we will not be held responsible for any damage from weather (while the drill holes are open), LIFS will not patch the drilled holes, unless otherwise noted. Due to the nature of the foam, cavities may not fill entirely or air bubbles may form. Running counterweights attached to sliding windows may be encapsulated inside foam. To prevent expanding foam from lifting wires, all wiring must be fastened securely. If applicable, LIFS will cover windows, doors, and bathroom fixtures with protective covers. Nonetheless, overspray may occur. High winds are of particular concern when all windows and doors have not been installed. Then the risk of overspray is sharply increased. If the work has to be interrupted due to high winds, customer agrees to pay one half of the return visit charge, which is \$150.00.

Work Scheduling, Jobsite Access and rescheduling

Prior to scheduling the insulation, all necessary plumbing and electrical work and inspections must be completed. Truck access, close to the building, must be provided. Work area must be clear and free of debris or other building materials. If removal of such materials is necessary, the labor charge is \$60.00 per man-hour. When installing spray foam, the building must be vacated (including pets) and power must be turned off. As the foam is sprayed, it develops a smell, which dissipates rapidly with good ventilation. When installing injected foam, contractor shall not be responsible for damage to inside walls of retro fit homes, such as cracks, bowed or popped walls due to improperly installed drywall, sheeting, paneling and etc. We require the building owner or authorized representative to be on site during the first hours of spraying/injecting. Likewise, the customer or authorized representative must be present during the final hours of completion to inspect and approve the work before crew departure. If any area is in need of additional work, then the area will be addressed at that time. If no representative is available, the work is approved as is. If our insulation does not pass an inspection by the local building authority, LIFS will perform any necessary additional work within the scope of the project without charge at the earliest convenience. LIFS will make every effort to perform the work as per agreed schedule; however, occasionally schedule conflicts will arise. In case of delays, there is no compensation offered by LIFS. If the customer wishes weekend installation, overtime compensation, if applicable, will be invoiced to the customer. In the event the Customer fails to pay any periodic or installment payment when due LIFS may cease work without breach of contract. If, through no fault of our own, the scheduled work area is inaccessible, or the customer's representative is not available as stipulated above, and our crew must revisit the site to do the work a return visit charge of \$300.00 applies.

Suitability of foam for a Particular Purpose and Warranties

The customer acknowledges receipt of LIFS's sales literature, and if requested, material data sheets of the products we use. While the material is guaranteed to perform to the published specifications, LIFS does not promise that the performance in a particular situation will meet the customer's expectations. While the sound rating of the installed materials will be as published by the manufacturer, LIFS makes no representation with regard to the actual acoustical improvement in the context of the actual building or structure. Likewise, if our products are installed as part of a mold remediation project, there are other factors such as ventilation and moisture control, which will affect the success of the project. In case, it is recommended to seek the advice of mold remediation/prevention expert! Similarly, the customer is advised to evaluate and possibly correct the ventilation in the structure to compensate for the extraordinary air seal provided by insulation products. As per building codes applicable in most communities, foam installed in inhabitable areas (including mechanical equipment rooms) must be protected with properly rated, fire stopping material.

Payment

Payment in full is due upon completion of work. A 4% convenience fee will be applied to amounts charged by credit card. 1.5% per month finance charge (18% APR) for any invoices past 30 days. \$30.00 return charge on all checks returned for Non-Sufficient Funds. Contractor at any time can request payment on any phase completed. Contractor has the right to place a lien on property due to non-payment of monies due and considers this notification of such rights to lien said property according to law. Customer will be liable for all expenses incurred to collect monies due. Contractor shall furnish Customer appropriate release or waivers of lien for all work performed or materials provided after phase or final billing is paid.

Choice of Forum

Customer agrees not to post derogatory comments on the internet or make any written or verbal disparaging or derogatory statements about the company to any person or entity, including without limitation, any referral service, federal, state or local government agency, the Better Business Bureau, Angie's List, any boards, current or potential customers of the company. This non-disparagement provision may be enforced by injunction or damages or both as necessary to protect the company's interests.

The Customer and Contractor agree that the Municipal or Common Pleas Court of Fairfield County, Ohio shall have sole and exclusive jurisdiction over any disputes arising under this agreement. And shall be governed and construed in accordance with the laws of the State of Ohio.