

# PROPOSAL MAINTENANCE AGREEMENT

Marie Roberts Elementary School ATN: Will Noble Screen & Coat

We propose to provide the necessary labor, equipment, materials, and supervision to screen and recoat the existing wood gymnasium floor.

We will screen the existing wood gymnasium floor with a Bona multi-disk head to create a mechanical bond between the new and existing finish. We will then tack the floor removing all dust and grit and apply 1 coat of oil base finish.

To complete this process, we quote the sum of **One Thousand Seven Hundred and Forty-Two Dollars (\$1,742.00).** 

NOTE: We cannot guarantee bonding of the finish if any foreign substance, such as wax or oil-based cleaner, has been used to clean the floors to remove dust. We have not included in the above prices the removal of any tape or gum that may be adhered to the floor. Removal of these items will be an addition. All chairs, tables, debris, and other items need to be removed prior to our arrival.

Thank you for the opportunity you have given Cincinnati Floor Company to provide this proposal. To accept this proposal, please review the Terms and Conditions printed on the next page, sign and return one executed copy to our office. It is our company's policy to have a signed Proposal on file before we can schedule or commence work. Should you have any questions, please do not hesitate to contact me at 641-4500. We look forward to working with you on this project.

This proposal accepted:	Respec	Respectfully submitted,	
BY:	BY:	Luke Maricle	_
TS:	ITS:	Sales/Estimating	_
DATE:	DATE:	July 17, 2019	



### 5162 Broerman Avenue Cincinnati, OH 45217

PH 513.641.4500 FAX 513.482.4204

#### **Terms & Conditions**

- 1. This proposal shall be effective for a period of 30 days from the date herein. If not accepted within this period, this proposal shall be considered withdrawn.
- 2. This proposal, upon acceptance, is subject to the satisfactory credit approval by the Cincinnati Floor Company. If, for any reason, the customer's credit is not acceptable, then this proposal may be voided by the Cincinnati Floor Company by giving notice to the contractor (or customer).
- 3. This proposal and all of its terms and conditions shall be attached to and become part of any contract entered into by the Cincinnati Floor Company. The conditions herein shall take precedence over any other contract, terms or agreements unless specifically amended and agreed to by the Cincinnati Floor Company.
- 4. This proposal is based upon the satisfactory payment performance by the contractor (or customer) on any previous job, whether completed or uncompleted. Failure of the contractor (or customer) to meet its contractual agreement for payment on this or previous jobs shall be considered breach of this contract and the Cincinnati Floor Company may consider this agreement terminated by giving notice to the contractor (or customer).
- All invoices shall be due and payable within seven (7) days from receipt of invoice, no
  anticipation or discount allowed, unless terms to the contrary have been made in writing and
  agreed upon by both parties.
- 6. This proposal is not subject to any back charges, fees or other expenses unless such items have been made in writing and approved by the Cincinnati Floor Company.
- 7. Should any amount remain past due after the agreed payment date, this proposal is subject to a 1 ½% per month service charge of the unpaid balance, and such charges shall be considered a part of the proposal. Any breach of paragraphs eight (8) or nine (9) shall subject such sums to service charges as outlined in this paragraph.
- 8. Upon acceptance of this proposal, the contractor (or customer) agrees that at any time the percentage of retainage is reduced by the architect, owner or lessee, the contractor (or customer) shall remit any amount being withheld as retainage less the reduced percentage.
- At such time, and no longer than 15 days thereafter that the contractor (or customer) shall have
  received his final draw or the architect, owner or lessee shall have accepted the project, whichever
  is earlier, the contractor (or customer) shall remit all sums due and unpaid to the Cincinnati Floor
  Company.
- 10. The Cincinnati Floor Company may, without prior notice or penalty for delay, stop all labor and material on this project when the contractor (or customer) has breached the terms and condition of payment, and the contractor (or customer) shall defend and hold harmless the Cincinnati Floor Company against all parties who shall claim damages against them for this action in any court of law or in any jurisdiction.
- 11. It is agreed that all material shipped to this job shall be invoiced and paid for prior to the commencement of this work.
- 12. If a dispute arises, non-binding mediation would be used prior to arbitration.
- 13. A waiver by the Cincinnati Floor Company of any of the foregoing terms and conditions shall not be considered a waiver of any other term or condition.



# PROPOSAL MAINTENANCE AGREEMENT

Highland	Turner	Elementary	School
ATN: Will	Noble		

Screen & Coat

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To complete this process, we quote the sum of **Two Thousand One Hundred and Forty-Two Dollars** (\$2,142.00).

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