

**ESTIMATE/CONTRACT**  
**PETE'S HARDWOOD FLOORS, INC.**

186 Fairview Ave. N  
 St. Paul, MN 55104  
 Bob Carlson, Owner 651/248-5114

Customer:  
 Customer address:

Date:  
 Phone 1:  
 Phone 2:  
 Email:

Installation address:  
 (if different from customer address)

**SPECIFICATIONS**

Room or Area	Cost	Description of Work
<b>Total</b>	\$ 0.00	<i>Half of this total is payable upon customer's acceptance hereof                      and the balance upon the completion of the work.                      To expedite your job, please sign and return this contract with your deposit.</i>

Unless otherwise specified, this price does not include disposal of carpet, carpet pad, tack strip or staples, nor does it include removal or reinstallation of any quarter-round molding. Removal or reinstallation of carpet or trim will be billed at \$100 per hour.


Estimated starting date:  
 Additional remarks:

**ACCEPTANCE**

Pete's Hardwood Floors, Inc. is hereby authorized to furnish, deliver and arrange for installation of the materials listed herein and/or on attached sketches and specifications sheets, for which the undersigned customer(s) agrees/agree jointly and severally, to pay the total prices set forth above, all in accordance with the terms and conditions hereof.

THE PROVISIONS SET FORTH IN THE ATTACHED PAGE ARE A PART OF  
 THIS PROPOSAL AND CONTRACT AND ARE INCORPORATED INTO THIS PAGE BY REFERENCE.

PETE'S HARDWOOD FLOORS, INC.

  
 \_\_\_\_\_

Customer

By: \_\_\_\_\_

Title or capacity: \_\_\_\_\_

## EXHIBIT 1. – Continued CONTRACT PROVISIONS

Pete's Hardwood Floors (hereinafter referred to as "Pete's") hereby offers, subject to the terms and conditions herein set forth, to furnish, deliver and arrange for the installation of materials listed herein and/or on attached sketches and specification sheets for the amount show herein.

1. The failure to make any payment when due shall be a material breach of contract which shall entitle Pete's at its option, to suspend it performance hereunder to rescind this contract. Interest shall accrue upon (and be payable on demand) on each installment of the cash price from and after the date on which said installment becomes due and payable at the rate of 18% per annum.
2. In the event that a controversy arises under the Contract which the parties hereto are not able to resolve within 15 days, then either party may cause said controversy to be submitted to binding arbitration by mailing to the other party written notice to that effect addressed to the addressee at its address herein show at any time prior to filing of a complaint setting forth one or more causes of action under this Contract or in connection wit the work to be performed under this Contract. Promptly after the mailing of such notice the parties shall select one arbitrator. If the parties should fail to select an arbitrator within ten days, either party may petition any court of competent jurisdiction to appoint an arbitrator. The arbitrator may fix his fees and charges and assess them against the parties as the arbitrator determines, provided that any such fees and charges are attributable to any given issue shall not be assessed against the party prevailing on that issue. Nothing in this paragraph 2 shall preclude, or be construed so as to preclude, Pete's Hardwood Floors from taking steps (including without limitation the filing and prosecution of a suit) as may be necessary, in the opinion of either Pete's Hardwood Floors or its counsel, to foreclose (or otherwise preserve Pete's rights under) any Mechanic's Lien.
3. In the event that Pete's retains counsel in order to enforce this Contract or to defend any action or arbitration proceeding brought by or on behalf of the customer, customer shall pay Pete's Hardwood Floors its reasonable attorney's fees in addition to the cash price and any other amounts due under this Contract.
4. Customer understands and agrees that if the work to be performed by Pete's under this Contract is part of a larger project, it is essential to coordinate the work to be performed by Pete's Hardwood Floors with the work to be done by others so that Pete's installation will not be damaged. Customer agrees that Pete's shall not be responsible for any coordination or for any damage resulting from improper coordination not withstanding any warranty (whether expressed or implied in law) to the contrary. Customer understands that any changes which are to be made to the agreed-upon plans and specifications may result in additional cost for the labor, material or both. Customer agrees to pay such additional costs upon presentation of billing by Pete's.
5. With respect to the subject matter hereof, this Contract and the related agreement of credit if any, shall constitute the entire agreement between the parties and supersedes all prior understandings, and there are no collateral or oral agreements or understandings. All additions, variations or modifications to this Contract shall be void and ineffective unless in writing signed by the party or parties to be bound hereby.
6. Pete's shall not be liable for delays in or failure to complete delivery or installation of all or any part of this work called for by this Contract if due to fire, strikes, war, government regulations, sickness, or any cause beyond Pete's control.
7. If this is a credit transaction, the agreement for such credit is incorporated herein by this reference and made part thereof.
8. Pete's is not responsible for existing defects, dry rot or code violation. Neither is Pete's responsible for damage caused by moisture (including humidity). No repairing, plastering, carpentry (including the installation of any wood base or moulding), decorating or redecorating is included unless specifically charged for and specified. Any latent defects discovered during installation shall be corrected at customer's expense. Any breach of the preceding sentence shall entitle Pete's to suspend it performance under this Contract or to demand payment in full with respect to all completed work and damages with respect to the balance of this contract.
9. Pete's does not connect any plumbing.
10. Pete's cannot guarantee any size or grade of hardwood against cupping, buckling, warping, shrinkage, termite or beetle infestation.
11. Pete's is not responsible for moving any furniture. Furthermore, if Pete's should attempt to move any furniture, Pete's shall not be responsible for any damage resulting therefrom.
12. Pete's may, at its option, void this Contract in the event that the customer's acceptance of Pete's proposal is not delivered to Pete's in person within 60 days of the date of the Proposal and Contract.
13. Customer is responsible for providing proper temperature and humidity levels at the job site. Customer is aware that wood products can be adversely affected by too much or too little humidity, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.
14. Customer accepts responsibility for materials delivered to job site in good order by Pete's or its suppliers and agrees to provide protection against theft or damage from the elements.
15. Pete's agrees to furnish the materials specified in the contract and to complete all work in a professional and workmanlike manner, according to standard practice in the industry.
16. Material warranties are solely those of the manufacturers of the materials specified. Customer agrees to look solely to those manufacturers for all warranty claims. Customer further agrees that Pete's shall not be responsible for any consequential damages arising as a result of the failure or misuse of any product. **PETE'S DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY FOR A PARTICULAR PURPOSE.**
17. Customer is aware that sanding of wood products will create fine dust in the air and Customer has taken precautions, as he/she feels adequate to protect the surrounding area from such dust. Pete's shall not be held responsible for any damage resulting from the dust, nor shall Pete's be responsible to clean up such dust.

Pete's Hardwood Floors  
Robert J. Carlson  
Katharine A. Macey

SAMPLE ONLY