

Terms and Conditions

Final acceptance of this contract is subject to approval of River City Flooring LLC.

Buyer authorizes River City Flooring LLC to make whatever credit investigation it deems appropriate to evaluate customer's credit and additionally authorizes River City Flooring LLC to share its credit experience with credit bureaus.

Unless otherwise specified herein, the terms shall be net cash payment at 3102 Monarch, San Antonio, TX 78259 with 100% of total payment due upon completion of work. The terms of payment shall be specified on the reverse side. An interest charge of 1.5% per month or the highest rate permitted by law will be added to all unpaid balances not paid within 10 days after billing date.

The purchaser hereby agrees that River City Flooring LLC shall retain title to all materials and merchandise covered by this agreement unless payment in full is made by the purchaser.

Mathematical errors that are plainly self-evident in the writing of this contract may be corrected after the contract has formally been accepted. This privilege is given to both the buyer and seller.

This Agreement supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not combined herein shall be valid or binding.

Acceptance of this contract shall be binding on all parties to this contract and any amendments may be affected only by mutual agreement of both parties in writing. In the event of cancellation by purchaser without written consent of River City Flooring LLC, purchaser agrees to pay River City Flooring LLC its actual loss plus a minimum of 20% of the amount of this contract as liquidated damages payable at time of cancellation at 3102 Monarch, San Antonio, TX 78259.

Both River City Flooring LLC and the purchaser agree to submit any disputes arising from this Agreement to final and binding arbitration under the rules of the Better Business Bureau or the American Arbitration Association. Any and all fees associated with the arbitration, with the exception of each party's attorney's fees, will be paid for by the party seeking arbitration. These fees may be part of the settlement if deemed appropriate by the arbitrator.

Purchaser agrees to pay River City Flooring LLC any collector fees, court costs, and reasonable attorney's fees if an attorney is employed to collect damages or obligations due to River City Flooring LLC.

Installation

Unless otherwise specified herein, River City Flooring LLC accepts no responsibility for defects caused by conditions of the sub-floor or sub-walls. Notification to start work shall constitute evidence that sub-floor and premises are in satisfactory condition for River City Flooring to proceed with installation.

Unless otherwise plainly specified in this contract, patterned floor covering shall not be expected or demanded to match seams or line up at walls. When matching of pattern is plainly specified in this contract, perfection in matching, or perfection in lining up at all walls, shall not be expected or demanded. Since pattern repeats vary within the product, we cannot guarantee perfection in match at the seams or timing up at walls.

River City Flooring LLC workmen will, when necessary and when requested by Buyer, for the charge shown, move and replace standard household appliances not permanently attached, but neither River City Flooring LLC, nor its workmen, shall be liable for any damages resulting from the moving of such appliances; including, but not limited to, damages resulting from disconnecting or reconnecting water, gas, or electrical connections.

Buyer acknowledges that all floor covering materials may vary in shade and texture from the samples shown and that any materials shortages may periodically require changing the composition of materials from actual samples shown.

Any minor damage caused by the handling of molding, baseboards, furniture, appliances, etc. and/or damages to customers wall incurred in installing the floor covering, shall not be the expense or obligation to repair or replace of River City Flooring LLC.

Unless otherwise specified herein, all installations carry a 90 day labor warranty. Any repairs during the first 90 days after installation will be performed at no additional cost to the consumer. Any warranty work beyond the first 90 days is subject to standard additional charges at the time of repair (i.e. moving furniture, appliances, trip charge, etc.).

River City Flooring LLC does not warranty workmanship or installation for materials purchased by buyer from sources other than River City Flooring LLC.

River City Flooring LLC

Customer Signature: _____ Date: _____