

## **CONTRACT TERMS & CONDITIONS of SALE**

Unless specified & noted otherwise, the warranty period for residential maintenance (sealcoat) work will be (1) one year.

Asphalt sealcoat emulsion may fail to properly adhere due to the following conditions: (this is not an all-inclusive list)

- invisible/visible residues left by trees, shrubs, plants, grass, vehicles, etc.
- damp pavement/shaded pavement areas
- oils or other like substances
- soaps/detergents
- pesticides
- other seal coat products not applied by us, including coal tar and coal tar products, etc.
- excessively dirty driveways and parking lots are the sole responsibility of the property resident/owner to thoroughly clean
  - We do our best to clean prior to sealcoat but do not take any responsibility for excessively dirty driveways or parking lots
  - excessively dirty driveways and parking lots DO NOT carry any warranty
- Customer must have cleaned excessively dirty driveways/parking lots BEFORE our arrival.
- Improperly cleaned driveways are not the responsibility of the Contractor.

Despite our best efforts to properly prepare the asphalt surface for seal coat, the items and residues mentioned above (among any not included) are impossible to remove from a naturally porous surface.

- Sealcoat warranty is limited to one (1) follow-up sealcoat application.
- The warranty sealcoat application DOES NOT carry a warranty.
- There is NO warranty on crack filler beyond 1 year following initial application.
- There is NO warranty on Infrared heats/repairs.

Unless specified & noted otherwise: the warranty period for all new residential driveway paving projects (single-family home or single-family duplex) will be two (2) years on materials and workmanship from the date of completion. The invoice MUST be paid in full (within 10 days of the initial invoice date) before ANY warranty is considered.

Towing of vehicles will occur at the vehicle owners' expense if vehicles are not moved by the date we are scheduled to be on site. Customers with tenants: the tenants must be made aware that towing will happen if vehicles are not moved by the date indicated in the tenant notice. If a vehicle gets towed, the vehicle owner will need to work with the towing company directly.

Unless specified & noted otherwise: the warranty period for all new commercial paving projects (including farm, multi-unit, condo associations, apartments, and shared drives) is one (1) year on materials and workmanship from the date of completion.

**The warranty is null and void if payment in full is not received within ten (10) days of the initial invoice date. Warranty WILL NOT be honored on an open invoice unless alternate payment arrangements have been made & adhered to and approved by the Contractor.**

If the contractor is offering a warranty solution and the customer refuses the warranty solution being offered. The entire warranty will no longer exist, and any remaining warranty will be voided.

Execution of contract requires contractor to utilize heavy equipment and requires reasonable access for equipment to cross adjoining surfaces for the performance of the contracted work. Contractor **IS NOT** responsible for cracking or failure of concrete or any other impervious surface failures that are incidental to the execution of the site prep and paving. This includes but is not limited to, adjacent asphalt, aprons, sidewalks, garage floors, curb and gutter, road/street edges, pavers, patio blocks, chip seal, basement walls, etc.

Steep driveways may have stretching and or rough areas. This is surface only and does not carry a warranty.

When resurfacing (aka: overlaying) asphalt, brick or concrete pavements, Contractor is not responsible for the reproduction of cracks or ponding which may occur in the resurfaced/overlaid asphalt. No warranty applies to such applications.

**Asphalt surfaces will crack. Back filling & Shouldering will reduce edge cracking. Back filling & Shouldering is customer responsibility.**

**Vegetation can grow through new asphalt! The Contractor will attempt to remove any surface vegetation prior to pave. However, weed control is the customers responsibility, and Bartelt Enterprises will not be held liable for weed growth should it occur. It is recommended that the customer applies a weed killer as well as a pre-emergent prior to work being commenced. Should vegetation happen to grow through, Contractor recommends that the customer apply a contact herbicide.**

**Contractor is not responsible for damage to unmarked underground wires. Bartelt Enterprises, Inc. does make one call to Digger's Hotline. It is the responsibility of the homeowner to mark all private lines (Underground fencing, propane lines, yard or parking lot lights, buried electrical lines from house to out buildings, etc.). It is the responsibility of the utility companies to properly mark all utility lines.**

**Contractor is not responsible for failed asphalt if the base work is performed by others. Contractor is not responsible for failed asphalt if the customer was made aware of and declined to remedy any failed base that contractor recommended.**

**Contractor strongly recommends that no material be placed on wet, unstable or frozen subgrade. Contracting pavement to be placed over unsuitable subgrade will result in loss of warranty provisions.**

**Finished grades may be governed by various control points. If surface contour allows less than a minimum grade of 2%, it is understood that water ponding may occur, and no warranty attaches to the work as to satisfactory surface drainage.**

**Any claim for property damage is conclusively waived unless presented to Contractor in writing within seven (7) days of the occurrence.**

**The liability of Contractor for maintenance or nonperformance is limited to the amounts due hereunder. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance.**

**All agreements are contingent upon strikes, accidents, weather, or delays beyond our control!**

**"In the event it is necessary that Bartelt Enterprises, Inc. Commence on a claim or suit for payment from the customer; the customer agrees to pay all costs of collection including reasonable attorney fees. "**

**"As required by the Wisconsin Construction Lien Law, builder (contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder (contractor), are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, the owner may receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid."**

Customer signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing, the customer acknowledges they have read and understand the terms and conditions provided here and any additional terms & conditions found on our website. All information can be found on our website. [www.bartelpaving.com](http://www.bartelpaving.com) > Resources > Terms & Conditions