



The owner, architect, superintendent, or owner's representative must be present for sign off approvals at 3 stages: sample approval, walk through approval, and final approval. Absence of representation represents a forfeit to augment the sample and subsequent install. Absence of a signature followed by request to change the finished product will incur an additional fee.

Process overview:

1. Approval estimate
2. Properly contract and all documentation turned in
3. Contractor/owner to read and abide by GC Checklist
4. Schedule RBC start date a minimum of **(4) weeks in advance**
5. Change of schedule issued by "Contractor" is subject to RBC next availability
6. Change in scope, work order or PO will be subject to an approved change order either onsite or issued by either parties office and agreed upon by both parties. Change orders are subject to re-scheduling
7. Arrange to be present or to have alternate decision makers as indicated below for sign offs of sample approvals, walkthrough/progress approvals, and final inspection approvals. Failure to do so will be subject to procedures indicated below.
8. Unless otherwise noted, **all installations are final and do not require, nor have they been estimated for a re mobilization.** Request to return post installation will be charged accordingly.
9. Post installation flooring must be cleaned using RBC General Cleaner or written approval substitute. **Failure to do so will void your warranty unless otherwise stated.** It is mandatory that the end user be given this warranty info and any retained cleaning supplies governed by RBC warranty regulations. Failure to provide owners with this information and corresponding products will void warranty.
10. It is the "Contractors" responsibility to request all submittals required, care and maintenance information and warranty documents. It is the "Contractors" responsibility to provide its client/end user with this care and maintenance information
11. Payment upon completion will be paid per contractual terms.

Failure to comply with these policies and procedure may result in a change order.

Details:

Unless otherwise noted in approval attached, RBC has bid your project for a single mobilization and installation that is final and complete once RBC crew leaves the jobsite. This is especially true in the case of diamond polished concrete flooring, which is installed as commercial grade, durable flooring intended to stand up to normal wear and abuse while properly protected during the remainder of construction. Unless otherwise damaged there is no need to touch-up, re work or otherwise alter the initial installation. Requests to do so, or to re mobilize for any reason will be subject to a change order agreement or issuance of a new contract and subject to RBC scheduling availability.

RBC is a niche company in high demand for its services. All scheduling should be confirmed (4) weeks in advance from any desired start or arrival dates. All requests will be subject to RBC availability to mobilize for "last minute" or ill prepared scheduling. RBC will not be held liable for any failures by "Contractor" to abide by RBC scheduling procedures.

RBC employs a strict policy of progress sign offs. It is required that an authorized rep from "Contractor", architect, owner or owner rep be present for all (3) check points. Failure to comply will result in RbC proceeding at its sole discretion and making field judgments as it sees fit in proceeding at work. If a project is "stopped" due to non-compliance, or unavailability of a representative, the project will be resumed at RBC availability. If the overall project proceeds to a point beyond the initial scope,(ie. Finish materials present, etc.) a change order will be issued to compensate. Note, proceeding with construction of finished materials prior to re-scheduling RbC can and will have a negative effect in the final outcome of RBC finished product and ability to properly perform its scope of work.

RBC requires sole access to its work areas. Work areas must be cleaned of all debris, broom swept, and prepped prior to RBC arrival. Once on-site no other crew, tradesmen or laborers should be allowed into an RBC designated area. Work areas must remain clean and free from foot traffic at all times. This a quality concern as much as a liability. RBC work areas are considered hazardous. Highly flammable materials, extremely slippery when wet, high voltage and large machinery are but a few liability concerns present on an RBC jobsite and prohibits the inclusion of other non RBC members in our work area. Any failure of "Contractor" to not manage RBC work area will be 100% the liability of the "Contractor". RBC may elect to cease/halt progress and re-schedule at "Contractors" expense if these and all other requirements are not met.

In most instances RBC will provide its own power for its machinery in the form of a 45KW mounted to an E5500 medium duty truck towing a 36ft enclosed trailer. RBC requires parking and mobilization of its equipment no further than 100ft from access points to all areas of project.

RBC employs a wet diamond grinding process for the majority of its projects. This is considered hazardous for slip and fall accidents but also for high voltage electrocution. Water should be provided in the form of a hose bib no further than 100ft from installation area and accessible by large, drivable wheeled machinery.

Sufficient lighting should be provided for RBC to adequately perform its work in all areas. Failure to do so will result in delays and fees to provide and set up lighting.

RBC installs its projects with a close regard for written specifications. If none is provided RBC will defer to the RbC's standard written spec found at www.riverbedconcrete.com. Any alteration request from specification will require approval and may result in necessary change orders, RFI and ASI documents.

Concrete flooring is extremely depended on the trade partners whom directly influence the outcome of our products and services. The “Contractor” is relied upon to hire quality trades for the placement and finishing of the concrete and other trades that may directly affect the substrate and final product quality, paying special attention to the quality of the concrete finish in both areas of field and edging and abiding by spec.



GC Checklist

The following qualifications should be addressed prior to and after the installation of Riverbed Concrete Inc. decorative concrete flooring. If any of the below requirements cannot be met, for any reason, please contact Riverbed Concrete Inc. @ 210.845.2008 to discuss other alternatives.

Pre-Qualifications:

1. All paperwork, including approved work order estimates are required to be turned in to RBC's office prior to the job scheduling. If the terms of the estimate define a down payment term, the down payment should be received by RBC prior to job scheduling.
2. Work should be scheduled after framing and before sheetrock for polished concrete flooring. Work should be scheduled after sheetrock and before paint and base board for stained and sealed concrete flooring.
3. Riverbed Concrete Inc. is routinely booked in advance 30 days. Please schedule your project start date early to help guarantee your desired start date and prevent project delays.
4. Concrete should be poured to the flatness and levelness ratings as indicated in the spec sheet and if a curing compound is desired, the Cure R (resin based) or similar product should be used as stated in the RbC spec sheet.

Job-site/Work-site Qualifications:

1. Worksite should be free from all construction debris prior to RBC's arrival.
2. Worksite should be swept and generally in "clean" condition.
3. Worksite should be clear of ALL other trades and workers. RBC must have sole access to its work areas.
4. Jobsite should provide access for (1) truck and (1) 28' trailer to safely back-up to a loading/landing area to adequately unload (3) 1400lbs. machines from a trailer door ramp.
5. 35KW generator, which will provide the power for our 220V and 110V requirements.
6. Jobsite should provide reasonable access to water, with a hose bib no more than 100 ft from worksite. If water is not available on-site or water is located in an area inaccessible to wheeled carriers, water may be made available by RBC. RBC's provision of its own water source to the jobsite may add a reasonable fee for transportation and set-up.
7. GC should arrange with RBC to coordinate with the owner, representative, or qualified project manager to be onsite the morning of the start date to approve color and finish samples. (We ask that samples be approved by 10am the day of the project start date.)
8. All hydraulic lifts should be diapered to prevent oil stains.

Post Qualifications

1. If you decide to cover the final polished concrete flooring, do so with a breathable covering. I.e. Cardboard, construction paper, RAMboard, FloorShield, etc. DO NOT COVER WITH PLASTIC.
2. DO NOT allow acids to come in contact with the polished concrete
3. DO use a neutral pH cleaner (such as RbC's General Cleaner) for the final clean of the floor surface
4. (Polished concrete only) If there are white blemishes on the finished floor use a green or black scrubbing pad affixed to a buffing machine or auto scrubber to remove.

I, _____ have read and am aware of the requests made by Riverbed Concrete Inc. for the above qualifications, and that the provision of these qualifications will help to ensure a successful installation. Delays resulting from the not executing the above qualifications will result in hourly penalties of \$150.00/hour.



RIVERBED CONCRETE: Contract for Polished Concrete Flooring

The final result of any polished concrete flooring system is determined primarily on the quality of the pour and the ongoing protection of the slab during construction.

The Builder is responsible for relaying the following important information to the concrete contractor and all other sub contractors involved. COMMUNICATION is vital for the success of this project.

POLISHED CONCRETE FLOORING:

General: Polished Concrete is an economical, durable, low-maintenance flooring solution that is aesthetically pleasing which can be made into a one-of-a-kind work of art. This unique flooring system has many characteristics. Below is a partial list of these characteristics inherent with a polished concrete floor.

1. Some floors may be completely damaged, in which case an overlayment product, change to grind process, or other may be required to address any other issues and will be dictated by written change order.
2. Cracks, chips, divots, trowel marks, and stains that are currently in the concrete may still be visible upon completion of polishing. If the current floor is uneven there may be extreme variation in aggregate exposure or undulation in the concrete surface. Riverbed concrete is not contracted to grind uneven concrete to a flat, uniform surface.
3. We can work with and advise the contractor that will be placing the concrete. This will help achieve the proper conditions for polishing. If our recommendations via written or verbal instruction for the placement of the concrete are not achieved, the finished product will be greatly affected.
4. For new concrete we recommend that you work with your Engineer/Architect to design a control joint pattern to minimize cracking. We recommend a max of 10ft between control joints. Our assistance with a control joint layout **does not** guarantee that your floor will be free from random cracking.
5. Each concrete slab is a unique piece of functional art and will vary in appearance in terms of color and aggregate exposure, edge work, "ghosting" and imperfections in the finished product. For examples of each of these variances, please set up a time to visit our showroom in Boerne, TX.

Concrete Placement and Finishing

1. A quality batch of concrete should consist of 3000psi or higher mixture with minimal additives, fillers or curing agents (no fly-ash, retarders, or chloride accelerators), and that is non air entrained. We encourage a smooth hard, MACHINE troweled finish for interior surfaces, all the way to the edges of the slab; swirls from troweling will not be removed from the slab in most cases.

2. It is important that the concrete be thoroughly finished with hand tools around plumbing, risers, floor outlets, or any other element, which is not accessible to the machine.

A. Hardened Concrete Properties

1. Minimum concrete compressive strength: 3000 psi
2. Normal weight concrete. No lightweight aggregate
3. Non-air entrained

B. Placement Properties

1. Natural concrete slump of 4"-6". Admixtures may be used at a minimum.
2. Flatness Requirements:
 - a. Flatness 40
 - b. Level 30

C. Hard-Steel troweled (3 passes) concrete. No burn marks. Finish to ACI 302.1R, Class 5 floor

D. Curing Options

1. Acrylic curing and sealing compounds not recommended
2. Damp Curing: Seven day cure
3. Shepler's Performance Products: Shep Cure 309 Rez All
4. L & M Construction Chemicals, Inc: www.LMCC.com, Cure R
5. LM Scofield Co.: www.scofield.com, Lithochrome Colorwax

Concrete Protection: General contractor shall protect areas to receive polished concrete finish at all times during construction to prevent oils, dirt, metal, excessive water and other potentially damaging materials from affecting the finished concrete surface. Protection measures listed below shall begin immediately after the concrete slab is poured:

1. Please refrain from using silicone chalks; the red and yellow chalks consist of permanent dyes that will negatively affect the final outcome of the project. Do not to over mark for framing, or use silicone or other sprays to "hold" lines.
2. It is imperative that wood, sheet goods, material storage, debris, sections of framing and the like not lay on the slab. Storing materials on the slab will affect moisture cure, resulting in discoloration. Wood will transfer resins and tannins that can alter the moisture content in the slab and leaves a permanent likeness in the finished floor.
3. It is important that you do not apply tape directly to the floor. When covering the flooring, overlap sheets of builder's paper, RAMboard, FloorShell, cardboard; first by taping directly to the wall then overlap and tape the additional sheets to the original piece. This is IMPAIRATIVE; the tape in contact with the concrete alters the curing process and transfers chemicals to the slab and will show in the finished product. (Duck tape masking tape, packing tape, blue tape, green tape, and electrical tape, are not to be used directly on the concrete. When covering the floor, you may use sheets of masonite or cardboard, on top of builders paper. Do not cover the slab with plastic at any time. It interferes with the curing process of the slab, and causes efflorescence. Riverbed Concrete is not responsible for moisture or related concerns.

The floor should be protected from, but not limited to, the following:

RED CHALK	MARKERS	COFFEE
FOAM INSULATION	SPRAY PAINTS	METAL NAILS/RUST
CURING COMPOUND	CRAYONS	FOOD
OILS	MURATIC ACID	GREASE
GREASE	PAINT	COKE
POLYURETHANE	PVC PRIMER/CLEANER	LUMBER, SAW DUST,
ADHESIVE	DIESEL	BOARDS, ETC.
FLUX	WAX PENCIL	STAIN
GAS	PRIMER	PAINT

- All hydraulic powered equipment shall be diapered to avoid staining of the concrete.
- All vehicle parking shall be prohibited on the finish slab area. If necessary to complete their scope of work, drop clothes shall be placed under vehicles at all times.
- No pipe cutting machines shall be used on the finish floor slab
- Steel shall not be placed on the finish slab to avoid rusting. Lumber and other building materials should not be stored on the concrete slab for any length of time.
- Acids and acidic detergents will not come in contact with the slab.
- All painters will use drop cloths on the concrete. If paint gets on the concrete, it must be immediately removed.
- All trades will be informed that the slab must be protected at all times.

4. The framers should brace the wall to the outside and not the slab. The doorplates should be cut away immediately.

5. The floors should be clean and the rooms empty of debris before our crew arrives. Our price does not include; removing paper, moving furniture, tools, equipment, fixtures, building materials, debris by other

trades or otherwise. There should be no other trades on the floors or scheduled at the same time as Riverbed Concrete.

Scheduling and Installation Procedures

1. Riverbed Concrete will require sole access to the contracted application area, unless otherwise approved. Riverbed Concrete will not be held liable for outcomes resulting from damages subjected to the work area prior to, during, or after the contracted dates by other trades. Riverbed Concrete will not be held liable for any damage caused by trades or other traffic.
2. We make every effort to provide beautiful and cost effective floors. Our fees do not include:
 - a. Post construction cleaning, sealing, waxing, protective covering, or any other service not itemized in the bid. Our fees are based on square footage. We measure wall to wall, we do not credit for cabinets, built-ins etc. This is the industry standard.
3. To insure proper scheduling, please contact us at least 4 weeks in advance. We work very hard to accommodate most schedules. Please assist us by communicating your project status and any questions or concerns you may have. We are committed to the outcome of the project. We appreciate that you are too.
4. Polish – schedule after dry in / before sheetrock. In many instances, sequencing needs to be prior to exterior framing.
- 5a. Initial grinding to occur prior to interior framing (confirm with RbC for sequencing).
- 5b. Final polish installation of flooring system shall take place prior to sheetrock, fixture, cabinets, and trim installation. Additional fees will be applied for obstacles, obstructions and the like, which hinder the movement and implementation of our process.
6. Polished concrete area shall be closed to traffic during polished flooring installation and protected from damage after installation.
7. Mock ups will be made available for the client's approval. Client should arrange to be at the jobsite immediately upon mock up completion. If client is unable to be onsite for approval, Riverbed Concrete will not stop work, and will continue job progress at Riverbed Concrete's professional discretion. The characteristics of an mock up cannot be reproduced over the entire concrete floor. Concrete has variations that can be found throughout the floor prior to polishing. These variations will transfer over during the polishing process. Therefore, color, level of finish and aggregate exposure will differ from that of the mock up

Requirements

Running water needs to be available, and trash receptacles. Sufficient ventilation, water sources, power sources, and lighting will be provided by the second party. If either of these site conditions are not adequate or become compromised during the contracted period, the completion date will be altered to Riverbed Concrete's desired date along with change orders. Overtime rates will become applicable upon said circumstance.

1. Riverbed Concrete will require sole access to the contracted application area.
2. Access for RbC generator within 100 feet from the extremity of application area.

Colorants: Acid Stains, Dyes and Integral Color

1. Acid stains are chemical metallic salts, which seek out and react with the lime in the concrete. They can be manipulated, but not controlled, and anticipated but not guaranteed. Our color chart shows color reactions, but every slab is different. All elements and conditions affect the outcome of the floors. Exact colors and stain patterns cannot be achieved, it is important that all parties understand this.

1a. It has been explained to the second party that acid stains have a chemical reaction with the concrete to be stained. These reactions are often unpredictable and unique to each individual slab. The desirable, non uniform nature of acid stains are referred to as color modeling and can be experienced for a variety of reasons and expressed in a variety of forms. Color modeling is very common when using acid stains, and should be anticipated by the second party. The quality and condition of the slab to be stained is not the responsibility of Riverbed Concrete.

How Acid Stains Work- Acid stains, which are metallic salts in an acidic, water based solution, react with hydrated lime in hardened concrete to yield insoluble colored compounds that become a permanent part of the concrete surface. The acid in chemical stains, etch the surface allowing the metallic salts to reach and react with free lime deposits. Chemically altered dense surfaces, caused by hardeners, densifiers, or curing compounds can prevent the stain from adequately penetrating the slab surface, resulting in an excessively modeled appearance.

2. Concrete dyes are translucent, penetrating color solutions suspended in either a water or solvent solution. Unlike acid stains they do not react chemically with concrete. Instead, they contain very fine coloring agents that penetrate into the concrete surface. Similar to stains, dyes can be manipulated, but not controlled, and anticipated but not guaranteed. Our color chart shows color reactions, but every slab is different. All elements and conditions affect the outcome of the floors. Exact colors and stain patterns cannot be achieved, it is important that all parties understand this. These extra fine coloring agents work well for diamond polished concrete for their ability to penetrate tight concrete surfaces. Dyes may also be used for any traditional interior concrete flooring application (hand or machine trowel), and exhibit a wide range of available colors that can be mixed to create custom hues. Concrete dyes are **not** UV stable thus making them unsuitable for exterior application.

3. Integral colorants may be added to the concrete mix design during placement of the concrete. Integral colorants are very suitable for polished concrete flooring and can produce very even coloring if executed properly. Integral colorants should be used and specified with caution due to a high degree of variability in final color caused by, but not limited to: concrete slump, water content, curing conditions, admixtures, concrete ingredients, batch water, driver added water, sun/shade exposure, etc.

Variations in Finish and Aggregate Exposure

1. For new and existing construction we have no control over how the concrete was placed. Under these circumstances we cannot guarantee uniformity in finish or aggregate exposure.

2. Aggregate exposure and finish at edges may not be consistent with majority of the floor. In some cases we will recommend a base trim around edges of a secondary concrete treatment. (Equipment characteristics limit grinding and polishing to within ½" – 2" of the edge.) An edge detail or separation of edge from main flooring may be required and will be itemized in the final invoice.

3. The flooring found at the edges and under toe-kick, drinking fountains, cabinets, counters, and other similar objects which prevent adequate access for full size machinery may not have the same consistency as the main body of the floor. We require grinding and polishing prior to the installation of such objects. For best results and the most uniform finish, we recommend grinding prior to framing.

4. Highs and lows in the floor may cause areas of greater and lesser grind that can lead to a variation in aggregate exposure and finish.

Performance Characteristics

1. The finished floor is susceptible to staining, scratching, chip-outs, and wear resulting in a loss of gloss/shine

2. On most floors there will be a densifier and in certain areas a secondary stain resist product used which will help protect the floor. These products will buy time to clean a spill. If spills are not cleaned in a timely manor the densifier and stain resist will not prevent stains. Some acidic products may stain or

“etch” the surface instantly depending on the level of acid in a product. The best prevention to staining is cleaning all spills immediately. Stain resist products are topical and will wear due to traffic and abuse. These products must be reapplied. It is the owners sole responsibility to schedule routine maintenance and repairs for all flooring.

3. A polished concrete surface is a dense surface but may scratch if a heavy or sharp object is pulled across the floor.

4. If an object is dropped on the floor the surface may chip, leavening behind a void in the concrete.

5. For staining, scratches, and chip-outs there are ways to help mask the problem, but there may not be means to remove the problem. Stains may be reground and polished, but if the stain penetrated deep into the concrete, it will remain after polishing. Depending on the size, scratches, and chip-outs may be filled but will still be noticeable after the completion.

6. It is essential that the floor be kept clean. Dirt and other contaminants on a polished concrete floor will act as sandpaper and will diminish the floor's appearance. Dirt and other contaminants will also alter the traction rating of polished flooring systems.

7. Polished concrete is not produced in a factory. It will **not** be uniform throughout the surface, along the edge, in corners or underneath objects. If you are looking for a uniform system, polished concrete may not be the right flooring choice to fit your needs.

However, if you are looking for a unique flooring option that is beautiful, long lasting and relatively easy to maintain, polished concrete is the right choice for your flooring needs.

***Additional Requirements:**

- Uninterrupted continuous days are needed to complete the work. No other trades will have access to the installation area during this time. Price is subject to change for night, weekend, and overtime hours unless specified.
- Buyer must supply trash receptacles and water.
- This proposal assumes moisture levels acceptable for the installation of this system. If questionable, the concrete surface must be inspected and quantitative vapor measurements taken prior to the arrival of Riverbed Concrete's installation crew.
- Temperature control must be maintained at or above 60 degrees F before and during installation.
- During and / or after completion, any damage to Riverbed Concrete's system, not caused by seller's employees, will result in additional charges for repairs. Additional charges for repair will be added as a change order to the contract.
- Substrate must be structurally sound, and in stable condition. Riverbed Concrete will not be responsible for sub grade shifting, cracking or defects which may occur during freeze and thaw or any other ground movements. This proposal is contingent upon the concrete slab(s) meeting minimum Building Codes for Structural Concrete and written spec (As default see spec at www.riverbedconcrete.com). Deviations from code not disclosed in writing prior to installation will result in any warranties being immediately voided.
- Work area for installation must be broom cleaned and free from all equipment, debris, building materials, etc. The buyer shall pay expenses of any delay or additional costs caused by the failure of the buyer to provide working conditions described herein.
- This contract excludes removal of all existing patching materials, leveling compounds, adhesives, and coatings, unless otherwise noted.
- Upon delivery to the job site, the buyer shall protect all materials from damage, theft, or abuse.
- Please ensure all parties involved review the product literature and information submitted by Riverbed Concrete before work begins
- No material will be ordered nor is manpower scheduled until a signed copy of the estimate, this contract or GC contract, along with the deposit are returned to Riverbed Concrete offices.
- Upon a notice to proceed with proposal, custom samples will be created on the first day of scheduled grinding using the polishing system specified. The buyer will agree to pay for samples over and above the 1 included into the price at an additional fee per custom sample. One approved sample must be

signed off with a signature by the owner or owner's representative before any work begins.

Conditions of Installation

Riverbed Concrete polished concrete systems are hand crafted on site by trained applicators using a variety of techniques and artisan craftsmanship. They are not pre-manufactured flooring systems therefore every Riverbed Concrete installation is unique and will present its own set of installation variables. Similar in effect to natural stone products, the final outcome of these systems are designed to and may give an assortment of colors, swirls, mottling effects, blemishes, and cracks, natural to and desired when choosing this flooring system. Riverbed Concrete dyes and acid stains create custom translucent color effects, and are not designed to, and will not hide surface discoloration, blemishes, impressions, cracks, markings or other construction variables. Riverbed Concrete surfaces are striking in appearance and add to other artistic features and accessories. The final installed product will use the same colors, finishes, materials, and application methods used in the approved mock up provided. Variables that occur during installation are due to each unique working environment. (i.e. lighting, temperature, airflow, humidity; and existing floor condition.) By entering into this agreement and choosing a Riverbed Concrete flooring system, the end user understands and is agreeing to accept the look and variables expected when choosing this type of floor system, and have taken the time to educate themselves on the artistic and unique impression that these systems portray. It is the end users' responsibility to determine the suitability of these systems for their particular application and their own use.

Contractual Obligations

1. A change order will be charged for any alteration requests made after the signing of this contract. This document and any written attachments constitute the entire agreement between the Parties.
2. Riverbed Concrete Inc. takes all necessary precautions and measures to ensure and improve onsite conditions as they arise. All processes and procedures are variable, requiring onsite, immediate decisions. All processes and procedures are considered a creative, artistic expression. Change orders will become applicable to cover added work with written and signed change order and invoiced separately from the estimate. Any and all added charges over the estimate total will abide, or be directed by, the current Riverbed Concrete Inc. rates and charges price list, unless otherwise agreed in writing. With the variables in decorative concrete flooring, the client is contracting for expertise in creative, problem solving solutions to onsite variability, as no two jobs are alike, and every project presents hidden challenges that can not be fully foreseen until work begins.
3. Floor maintenance is the sole responsibility of the second party. For everyday cleaning the use of Riverbed Concrete's General Cleaner is required. Do not use wet swiffer type mops. As with all custom installations, it is recommended to test any cleaning product in a hidden area to ensure compatibility.
 - a.) In high traffic situations, resealing, buffing, or polishing the concrete may become necessary. This should be performed by Riverbed Concrete and will be invoiced separately.
 - b.) It is recommended that a polished concrete conditioner be applied during the cleaning routine per manufactures recommendations. Riverbed Concrete Conditioner.
4. A design fee of \$150.00 / hr. will be applied for requests of Riverbed Concrete Inc. to assist the homeowner, builder, project manager, or similar in the layout, function, construction, and specific, overall or general design of a project.
5. A finance charge of 10% per month (120% per annum) will be charged on all overdue balances. All payments must be paid as per the terms stated above unless otherwise agreed upon by both parties in writing.
6. In consideration of the mutual promises set forth herein, Riverbed Concrete covenants and agrees that it shall perform services rendered in a timely, professional manner, providing quality results set to Riverbed Concrete standards. Riverbed Concrete is not liable for color inconsistencies, nor to be held

responsible for differences in opinion of color tone and color modeling, or other disagreements and opinions of color or finish. All verbal agreements are void unless otherwise stated in this contract.

Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in the city of Boerne, Texas by Three (3) arbitrators under the then prevailing rules of the American Arbitration Association.

In any arbitration involving this Agreement, the arbitrators shall not make any award which will alter, change, cancel or rescind any provision of the Agreement, and their award shall be consistent with the provisions of this Agreement. Any such arbitration must be commenced in front of said arbitrators no later than thirty (30) days from the date such claim or controversy arose. The award of the arbitrators shall be final and binding.

(Signature)

(Printed Name)

Dated: _____, 20_____

Riverbed Concrete 13 Pfeiffer Road, Boerne, TX 78006
Phone: 210.845.2008 E-mail: info@riverbedconcrete.com Web: www.riverbedconcrete.com