



Residential Business License # 23096
General Contractors License # G 114384

3362 Navajo Street
N. Charleston, SC 29405
Office: 843-577-7268

**PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION
PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION
ACT, § 15-48-10, S. C. CODE OF LAWS OF 1976, AS AMENDED**

This Agreement ("Agreement") is entered into by and between CNT Foundations, LLC ("Contractor") and _____ ("Owner/Owner's Rep") relating to the property at _____ ("Property").

Estimate

Work specified in the attached document # _____ in the amount of \$ _____ will be performed. We are happy to perform other work not listed on the original estimate, "while we are there" but this work is not included in the original price and subject to charge.

Moisture and Active Water Intrusion

Vapor Barriers and Encapsulation Systems are designed to mitigate ambient moisture issues (water in vapor form); they are not designed to mitigate active water intrusion (water in liquid form). IF NO SUMP PUMP, DRAIN TILES, OR OTHER PRODUCTS DESIGNED TO HANDLE LIQUID WATER ARE IN THE ATTACHED ESTIMATE, IT IS EXPLICITLY IMPLIED THAT THE CUSTOMER AND CNT HAVE JOINTLY DECIDED THAT THERE ISNT AN ACTIVE WATER INTRUSION ISSUE.

Active water intrusion mitigation methods have limitations; these systems are designed for average seasonal rainfall and are not intended to handle Acts of God, Hurricanes, Floods, Excessive rains, Deluge, and all interpretations thereof. Parameters of systems design are based upon the following published data: Moderate rain — when the precipitation rate is between 2.5 mm (0.098 in) - **7.6 mm (0.30 in) or 10 mm (0.39 in)** per hour. Heavy rain — when the precipitation rate is **> 7.6 mm (0.30 in)** per hour, or between **10 mm (0.39 in) and 50 mm (2.0 in)** per hour. Monthly average of 5".

Payment

An initial payment of 50% is due upon the Agreement signature. The balance is to be paid weekly as work progresses, based upon a percentage of completion. All invoices are to be paid upon receipt. Failure to make payment within five days will result in a stop work. All outstanding balances must be paid for work to resume. Nonpayment will result in a 2.5% finance charge. Bounced checks will incur a \$30 fee. If the customer cancels the contract, a mobilization charge will be billed. No payments shall be made via standard mail. All payments must either be paid in person, whether it is picked up or dropped off, or by express tractable mail. If third party disputes arise (the third party is defined as anyone other than Owner/Owner's Rep and authorized agent of Contractor), payments still must be made before the dispute, and all disputes must be handled according to the dispute's clause in this Agreement. If any disputes arise, any discounts will be rescinded and billed at regular price, including any discounts given before Agreement signatures. CNT Foundations is authorized to charge your card whether there is a dispute or not and, the Owner/Owner's Rep must pay within two (2) days once the job is completed. Disputes cannot be used as a reason to withhold payment.



There is a 20% Cancellation Fee, if cancellation notice is prior to mobilization. Forfeiture of deposit if cancellation during or after mobilization.

There will be a 3% processing fee for all credit cards.

There is a \$250.00 late fee if not received within 3 days of completion as stated by CNT.

Financing

The contracted has agreed to enter into this Agreement using their prequalified application from Enerbank. The customer will sign the Payment Release Form upon completion of work. Financing is an extension of uncollateralized credit, and non-signatures upon completion of the project will be treated as a breach of contract.

_____.

Warranty

The work performed is guaranteed against all defects in material and workmanship for 50 years for the liner and sixyears on the dehumidifiers and as outlined in Quote # _____. This warranty can be transferred to a new Owner/Owner's Rep. Written notice must be forwarded to CNT within 30 days of the sale. The preceding is the sole and exclusive warranty. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED. OWNER/OWNER'S REPS' SOLE AND EXCLUSIVE REMEDY SHALL BE FOR CORRECTION OF ANY DEFECTS IN MATERIAL AND WORKMANSHIP. AS SET FORTH ABOVE. IN NO EVENT SHALL OWNER/OWNER'S REP BE ENTITLED TO CONSEQUENTIAL AND INCIDENTAL DAMAGES, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, EQUITY, OR OTHERWISE.

DISPUTE RESOLUTION AND ARBITRATION

CONTRACTOR AND OWNER/OWNER'S REP WILL COOPERATE WITH ONE ANOTHER IN AVOIDING DISPUTES AND INFORMALLY RESOLVING DISPUTES BETWEEN THEM. IN THE EVENT DISPUTES CANNOT BE INFORMALLY RESOLVED, THEN ALL CLAIMS, CONTROVERSIES, OR DISPUTES, OTHER THAN FOR NONPAYMENT BY OWNER/OWNER'S REP OR AS STATED HEREIN, BETWEEN CONTRACTOR AND OWNER/OWNER'S REP ARISING OUT OF OR RELATING TO THIS CONTRACT, THE BREACH HEREOF, THE WORK PERFORMED HEREUNDER, OR OF ANY OTHER KIND, SHALL BE SETTLED BY ARBITRATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR SUCH OTHER ARBITRATION GROUP AS AGREED TO BY THE PARTIES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING, SHALL NOT BE APPEALABLE, AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. AAA FAST TRACK ARBITRATION SHALL BE USED IF POSSIBLE. ONLY ONE (1) ARBITRATOR SHALL CONDUCT THE ARBITRATION UNLESS ALL PARTIES AGREE OTHERWISE OR THE AAA REFUSES TO GO FORWARD WITH JUST ONE (1) ARBITRATOR. THE ARBITRATION PROCEEDING SHALL BE CONDUCTED IN CHARLESTON COUNTY, SC. BEFORE A NEUTRAL ARBITRATOR WHO HAS SUBSTANTIAL EXPERIENCE IN THE SUBJECT MATTER OF THE DISPUTE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CONTRACTOR MAY FILE (I) A MECHANIC'S LIEN, (II) A JUDICIAL PROCEEDING AGAINST OWNER/OWNER'S REP FOR NONPAYMENT, AND (III) AN EQUITABLE JUDICIAL PROCEEDING AGAINST OWNER/OWNER'S REP FOR AN INJUNCTION OR SPECIFIC PERFORMANCE OF ANY BREACH OR UNLAWFUL ACTION IN CONNECTION WITH ANY OBLIGATIONS HEREUNDER; AND SUCH SHALL NOT CONSTITUTE A WAIVER OF CONTRACTOR'S RIGHT TO COMPEL ALL CLAIMS THAT MAY BE ASSERTED AGAINST IT TO BE ARBITRATED. ALL COSTS AND EXPENSES OF ARBITRATION, INCLUDING CNT FOUNDATION, LLC'S ATTORNEYS' FEES, SHALL BE PAID BY OWNER/OWNER'S REP.



MISCELLANEOUS

Notwithstanding anything to the contrary herein, all amounts due and payable hereunder shall also be Subject to an interest charge of eighteen (18 %) percent per annum, or the maximum allowed by law, compounded Monthly until paid in full.

Suppose Contractor is required to retain an attorney or collection agency to enforce any provision of this Agreement. In that case, Owner/Owner's Rep shall pay all of the Contractor's reasonable costs and expenses relating to that, including, but not limited to, collection fees, attorneys' fees, and expenses, expert witness fees, arbitration fees, and court fees, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in arbitration or without commencement of a legal proceeding.

The parties agree that if a court holds any part, term, or provision of this Agreement to be illegal or in conflict with any law of the state where made, the remaining portions or conditions' validity will not be affected. The parties' rights and obligations will be constructed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

In consideration of the Contractor extending credit to the Owner/Owner's Rep and at the Owner/Owner's Rep's request, the Owner/Owner's Rep hereby personally guarantees payment to the Contractor of any obligation and hereby agrees to bind the Owner/Owner's Rep to pay the Contractor on demand any sum which may become due to the Contractor.

Owner/Owner's Rep represents and certifies that he is the sole fee simple Owner/Owner's Rep of the Property and accordingly is fully empowered to execute this Agreement. Further, the Owner/Owner's Rep hereby authorizes the Contractor to do the work specified herein.

This Agreement sets forth the entire understanding between the parties. It supersedes all previous agreements, arrangements, and understandings between the parties, whether oral or written, about the representation contracted herein.

This Agreement and any dispute concerning this Agreement shall be decided according to the laws of South Carolina.

PHOTOGRAPHY/VIDEO RELEASE

Owner/Owner's Rep allows CNT Foundations to take during and after photos of their work products.