

Construction Liability Waiver

1. We resolve to set a date, follow through on it, and be punctual and professional in all of our commitments.
2. Access to power and outdoor water faucets are needed. If not available, please communicate to your sales team member
3. We are not responsible for underground utilities; We call Digrite and have all possible utilities marked. Any underground utilities that are not marked and/or lines marked but the customer wants us to construct in close vicinity of, we bear no financial or legal responsibilities. This includes sprinkler systems, phone lines, internet lines, propane lines, or underground power or water lines. Any utilities running from the back of the home to a pool, garage or auxiliary structure are typically not marked by Dig Rite.
4. Sprinkler Systems: We strive to work around sprinkler heads and avoid lines if possible, but cannot be held responsible for something that cannot be marked. In case of a patio being poured, sprinkler lines and French drains and downspouts will need to be moved and re-installed. Graber Outdoors will plan on Home owner having landscape professionals to take care of these items, unless otherwise agreed upon and specified beforehand. Graber Outdoors is willing to sub contract and manage these items, but will incur a 20 percent markup over what the landscape or sprinkler professional would charge the homeowner directly.
5. We provide and take care of all permits and costs. If the customer does obtain a permit, we will reimburse as needed. In some scenarios we will request assistance from customers in going to local municipalities and picking up permits. Some municipalities such as Blue Springs, Platte County ,ect require a surveyed plot plan. Home owner is expected to supply a plot plan so we can pull the permit. If unavailable, Atlas Land Consulting from Lansing KS is our Preferred Partner.

6. Are you aware of any private HOA sewer systems or Grinder pumps located in the rear/front of the home?

Yes \_\_\_\_\_

No \_\_\_\_\_

Homeowner acknowledges that if said systems are in place, 811 Digrite will not locate and Graber Outdoors cannot be held responsible. Homeowner bears all financial responsibility for any unmarked or unknown utilities in backyard not located by Digrite or unknown by Graber Outdoors.

7. We are not landscapers- (unless decided on beforehand) Any excess dirt from post holes and excavations will be neatly spread or removed .Any egress used to get material to and from construction site as needed will be respected properly but Graber Outdoors bears no responsibility for any damage on the inside of egress as decided upon before hand.
8. We gladly help remove existing items such as grills, hot tubs, etc.,but take no responsibility for any damage caused to personal items on the existing deck.
9. We profess to take responsibility for any damage caused in tearout and removal of existing deck.
10. We strive to leave every job in better shape than we find it. Daily cleanups and organization are to be expected and we appreciate feedback if this is not met.
11. We resolve to have only employees of safe reputation and good character on our jobsite. Please report any concerns and feedback to your project manager or the office..

12. We resolve to remain flexible and complete every job on budget as set forth in the quote. Any small deviations of quote will be handled at no cost, but major changes and unexpected expenses will have to be communicated and resolved with you.
13. **Remodel Risks**- proper bracing, blocking and squaring are all considered when bringing any pre-existing framing/structure back up to code and to safety guidelines. Although these features are applied to any and all our projects, it is paramount that the homeowner understands that this option is not “new” or still at risk of product failure. We will replace up to 10 percent of the frame if needed for structural purposes, but will not replace frame work for cosmetic purposes. A remodel does not mediate any waviness in the current floor.
14. Natural Wood- wood has flaws. It cracks, it splits, it weathers, posts warp, posts get check cracks, things split when you put in a screw, and it has knot holes and other characteristics. 6 by 6 posts are especially prone to having a large check crack on one side. We have simply exhausted ourselves trying to warranty and replace various boards and posts that you, the consumer, did not like for various reasons. It has gotten quite expensive. So this is our solution, we cannot warranty the look or cosmetics of a natural product. If you want a flawless product, we would recommend using man made materials like Trex railings and floor or Fortress Evolutions steel framing with metal posts. If you choose to use wood, please accept it for what it is within its natural beauty.
15. Concrete Formula- Rebar at 24 inch centers, broom finish with edging unless specified otherwise, gravel is used as a leveling agent, sealant is included in estimates over 30 sq ft with safety cuts. Concrete is a fickle creature, we take all possible precautions, but cannot guarantee against cracks. Basic landscaping will be needed after we are done. Area of egress will be tracked and backfill may be needed around edges. We can provide an estimate if asked to, but not included in the concrete estimate.
16. In case of removing dumpster from quote, customer acknowledges that they realize and understand that all construction debris will be neatly piled at spot of their choice within reasonable distance of project, and they henceforth become responsible for disposing of any or all debris related to construction project.

17. Porta Johns are provided on each quote in order to provide a safe and logical solution for our installation team members. In case of customer removing Porta John from quote, customer realizes they are responsible for providing adequate restroom access for entire build crew for the duration of project.
18. Upon removal on second story decks, the 2nd story walk door or other access points to the former deck area are danger points until the new deck is completed. We are not responsible for blocking and/or locking any access points to the former deck area but you agree to be solely responsible for safely blocking and locking any former access points. Please sign your initials to acknowledge you, the homeowner, are responsible for locking, physically blocking, and installing a sign on the door or other access point stating it is not to be used. You agree to indemnify, defend, and hold harmless Graber Outdoors for any damage, loss, or injuries or deaths which result from anyone using the doors or access points to the former deck area until construction is completed.
19. There are trip hazards in the front and backyard during the construction process due to cords and materials used in construction. We strive to wrap up our cords and keep our job sites tidy after work each day, but if you, or any of your family, or guests, go into the work area, we are not liable for any potential fall or trip hazards during work hours and after work hours. You agree to indemnify, defend, and hold harmless Graber Outdoors for any damage, loss, or injuries or deaths which result from anyone going on the work area until construction is completed.
20. Customer understands that any Smart Siding or pergola lumber is installed as is. Graber Outdoors does not do any painting or staining unless specifically agreed upon and added to estimate.
21. HOA approval is needed for many projects. We will supply documents as needed and help as much as possible, but the homeowner is ultimately responsible for HOA approvals.

22. We strive to communicate and be as punctual as possible. We clearly outline our payment plan at the sales meeting:

- 5 percent down at signature of contract
- Half down on first day of Job/Delivery of materials
- 25 percent progress invoice at halfway mark for projects over 40k
- Remainder upon satisfactory completion

We do not register the final warranty with Trex until final payment is completed.

We are honored that you have given us this opportunity to make your residence or project a reality and all the trust and expectations you place on us. Any situation or surprise can be dealt with when honesty, communication, integrity, and a common goal of completing a project where everyone wins! Your enthusiastic participation in helping us communicate through this is appreciated.

If it is a simple matter of needing several days to complete a transfer or deposit, simply sharing that with us helps. At the end of the Job, Graber Outdoors fully guarantees the job to pass municipal inspection and warranties through the Trex Pro Platinum program. We are always a phone call away to help you with any concerns or issues.

Signature\_\_\_\_\_ Date\_\_\_\_\_

#### NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT.

In the event payment is not made when due, if the default is not cured within 10 days of the due date, then the payment shall bear interest at the rate of 10% per annum from the payment due date until paid.

Owner agrees to pay all costs of collection, including reasonable attorney fees, costs of litigation, and court costs