PAVERSEALTAMPA.COM TRAVERTINE & PAVER SEALING

TERMS AND CONDITIONS

Sand Erosion: Paver Seal Tampa is not responsible for any natural erosion that may occur based on normal conditions. We do not express or imply *any length* of time the joint sand will remain in the paver joints.

Sand Joint Level: Paver Seal Tampa does not guarantee sand will be consistently filled between joints and gaps at the same level in all areas. Some areas will not be able to be filled.

Grit: Paver Seal Tampa technicians do their best to remove any excess sand on top of the pavers, but some sand will remain and may be sealed on the pavers. This should be reduced over time; however, pavers may have a gritty texture.

Stains: The customer understands, Paver Seal Tampa will try to remove stains as best as we can. We **do not** guarantee 100% removal of efflorescence, artillery fungus, iron, oil, rust or mold stains on surfaces. Some stains are set deep into the pores of the bricks making total removal impossible without serious damage to bricks. We will make every effort to point this out to the customer. Paver Seal Tampa will not treat rust or efflorescence on stone or travertine without verbal permission. Paver Seal Tampa is not responsible for any adverse reactions, including, but not limited to whitening, brightening or severe etching. Some stains can only be removed by having the bricks replaced manually.

Efflorescence – According to the ICPI (interlocking concrete pavement institute), "Efflorescence is a natural process, in which a random white haze may appear on the surface of the brick, which is caused by line or a water-soluble calcium oxide that rises to the surface after repeated saturations due to rain or sprinklers. Efflorescence does not affect the integrity of the bricks and will usually resolve itself with time and exposure to the elements." The proper sealing of concrete brick pavers can either retard or stop the efflorescence process due to the moisture protection achieved by sealing. However, this warranty does not state or imply that efflorescence will stop because of the sealing process. In addition, some brick pavers lie in a heavily moisture ridden substrate (due to improper drainage) which may cause the bricks to retain moisture and cloud. Only proper drainage will correct the problem and is not the responsibility of Paver Seal Tampa.

Weeds and insects: Paver Seal Tampa cannot guarantee the time frame of insect intrusion, weeds and mold. We take many steps to prohibit the growth of mold and weeds. Insects will do what they do naturally and tunnel. The tunnels will not affect the integrity of the sealed surface. All may or will return. See Paver Upkeep plan for continuous service or DIY: Paver Care and Instructions and Tips.

Uniformity of sheen: Paver Seal Tampa does not in any way guarantee the customer's pavers will have or hold a high shine or any shine at all, as it is paver-by-paver dependent. Some pavers are more porous than others and inconsistencies on the same surface can occur which can impede the shine. Even pavers from the same palate will have variations in the stones. No claim is implied on how long the sealer shine will last (condition, quality and how well the pavers are maintained can affect durability).

Surface texture/ Slip: Sealer can be slippery. Paver Seal Tampa is not liable for injury. A polymer grip will be added to increase traction if using Ure-Seal H₂O. This adds a non-slip texture to all-natural stones such as marble, flagstone, slate, travertine etc. *The non-slip will wear off over time*. Paver Seal Tampa does not guarantee the length of time the non-slip will remain after sealing due to conditions of use are beyond PST's control.

Color Enhancement for faded pavers and adding color tones: When adding color tones to sealer, Paver Seal Tampa does not in any way guarantee the customer's pavers will have the uniformity of color when compared with shaded, sealed/unsealed or other variations of paver conditions adjacent to one another or separate sections in various locations. Blending colors and restoring areas with multiple variables is done to the best of our ability to bring out original tones and vibrance. Only one color will be added unless specifically itemized on the customer's invoice. In some cases, multiple colors/ coats are recommended and can help deepen and enhance the colors. When contracting PST, the customer understands they are paying for our effort, labor, materials and time involved, not the fished results.

Paver Seal Tampa does not express or imply any specific color results. *Customer understands the final product is subjective,* not warrantable or refundable. We do not guarantee exact color matching or like new results. All results vary. Customer understands this service is subject to many variables including degradation of pavers due to neglect and weathering as well as stains and being previously sealed.

Please speak with the sales representative to address any concerns ahead of time. All colors are final. No additional colors will be provided without additional invoices being applied, if the customer changes their mind on adding a color or changing a color once it is applied.

No claim is implied on how long the color will last or that all stones will absorb the same amount of color and tone and in rare cases none at all (condition, quality and how well the pavers are maintained can affect longevity of color).

Paver Seal Tampa makes every attempt, including spray shields and rollers, to avoid overspray/ droplets. PST is not responsible for removing/ painting over, overspray over a half inch from the top of the paver surface on walls and screen frames or concrete. We reserve the right to repair overspray.

Stripping/ Sealer Removal: Any job Paver Seal Tampa strips or recommends stripping sealer is not covered in our warranty. PST cannot guarantee any work that has already failed prior to contracting our company. In addition, we **cannot guarantee 100% of old sealer will be removed** with stripping services. Variables beyond our control such as the type of sealer used, the length of time it has been applied and the integrity of the pavers will affect the ability to remove sealer. We make every effort to achieve complete removal, utilizing the best equipment, strippers, techniques and processes. When contracting PST, the customer understands they are paying for our effort, labor, materials and time involved, not the finished results.

If we are on a stripping project, and the customer is not happy with the stripping results and would like us to stop the project, prior to the new sealer having been mixed/ prepped for application, the customer is responsible for 75% of the total job cost. Once the sealer has been mixed or a technician has begun sealer application, the customer understands that they are responsible for 100% of the project cost.

Deterioration/degradation of Pavers: Paver Seal Tampa is not responsible for any erosion of pavers. The loss of the thin top layer of brick pavers can be caused by: Traffic volume, UV exposure, weather conditions, rainwater dripping off of roofline or gutter drip line, pool cage railing dripping, spigots, downspouts pouring directly on the surface and surrounding environment, and/or natural factors can contribute to deterioration of pavers. In these conditions, it is very likely that the aggregate will start to show through. These factors are out of the control of PST and are due to erosion, not sealer failure.

Parking: The customer agrees to provide Paver Seal Tampa with adequate parking accommodations. In most cases, service can be performed with roadside parking. Please insure enough room for a work truck and trailer. Please, park customer vehicles away from the work site.

Access: The customer agrees to provide Paver Seal Tampa with adequate access to the work site on the property; including but not limited to parking in the grass, access behind gates and any other reasonable access to perform services. In addition, when parking off the pavement, the customer must make known underground utilities, such as propane and septic systems. PST assumes no responsibility for tire marks or ruts in the grass/dirt/mud, etc.

Water Usage: The customer agrees to provide Paver Seal Tampa an on-site water supply to complete the service without compensation. It is the customer's responsibility to make sure that the water at the location is on and working before we arrive. Additional charges will be applied if water is not available.

Electrical Usage: The customer agrees to provide Paver Seal Tampa an on-site electrical source to complete the service without compensation, if needed. Additional charges may be applied if electricity is not available.

Courtesy: The customer is responsible for keeping children, pets and others away from the work area, while Paver Seal Tampa is on the service property. Children, pets and others must be kept away from the work area, even if Paver Seal Tampa has completed the work, until the area is completely free from any possible injury.

Plants and Pets: Paver Seal Tampa does not take any fault if plants or fish or any animals are damaged/ harmed during or after cleaning and/or sealing. Paver Seal Tampa takes many measures and steps to protect any surrounding plant life, foliage and fishponds. In some cases, plants/ponds could be damaged if the surrounding soil or water comes in contact with our solutions.

Removal of Items: The customer is responsible for the removal of ALL items, in and around the area to be serviced, i.e., Grills, furniture, planter, pool basket covers, wall decorations etc. Should Paver Seal Tampa be requested to remove such items, we will not be responsible for any breakage or storage issues. **Additional charges may be applied for the time and labor spent to remove such items.**

Damages: The customer understands that Paver Seal Tampa is not responsible for:

- Damage resulting from over-spray of chemicals. Personal property, such as cars and other items, should be removed before cleaning. *This is for the customers safety and ours.*
- Damages due to improperly installed or loose siding or shingles; broken, opened or improperly sealed windows; rotting wood; defective construction on any surface; loose paint; improperly secured wires/ loose or improperly installed gutters.
- Discoloration in aluminum siding and vinyl siding from pressure washing and removal of chalky, gritty surface material that may cause the faded aspects of the material to stand out. The sun and weather will bleach the color and cause it to fade.
- Any loose mortar, grout or polymeric sand that dislodges during any cleaning process.
- Damages because of water infiltration from poor installation or maintenance of windows, doors or other areas that water could enter.



Wood: Paver Seal Tampa will attempt to restore the original color or tone of wood as much as possible. There may be some variance in the overall finish that depends on many factors that have been on the wood prior to cleaning. The properties, species and treatment of wood can age and weather over time, greatly affecting the color, tone or density of the wood. This can occur on individual boards or can vary across the whole density of the surface.

Windows: The customer understands that windows may become spotted because of pressure washing. Window cleaning is not included. Paver Seal Tampa suggests you schedule a professional window cleaning after pressure washing is completed to maintain their integrity.

Pool: The customer understands that:

- Paver Seal Tampa is not a pool service company and does not assume PST has knowledge of pool equipment and hardware. The customer must point out/cover and/or remove pool equipment that may come in contact with sealer or debris.
- Paver Seal Tampa is not under any obligation to replace or repair pool equipment left out or not covered with plastic and/or tape prior to sealing.
- Paver Seal Tampa requires that the customer **turn off the pool pump** before service and the pool pump **remains off after pool deck cleaning/ sealing.** Paver Seal Tampa is not responsible for debris, chemicals and/or sand that may/will end up in the pool during service.
- Paver Seal Tampa *highly recommends* to having the pool professionally cleaned by a company that has experience in post sealing service to maintain its reliability.
- Pool debris should never be cleaned with a robot. Best practices include: manual vacuum and flushing filters as well as pH level checks
- Professional pool cleaners must be scheduled in advance for service and immediately, next day after a
 pool deck stripping project.

Pool Cage Cleaning: The customer understands that screens can be damaged by natural erosion of plant life growing on them which eats away at the structure of the screen and thin rubber seams. UV exposure and normal breakdown over time can weaken the material and cause screens to be brittle. PST takes measures to prevent damage to screens, but is not responsible for damage to screens that are in a deteriorated state. Scuff marks and oxidation will not be removed on aluminum railing or screens with low-pressure chemical applications.

Right to Repair: Contracting Paver Seal Tampa gives us the right to reservice, repair and refund invoice amounts of ALL CLAIMS. *Customer service is our priority*. We reserve the right to correct any issues our customers may encounter within 30 days from completion of service. Payment of the invoice must be paid in full before warranty work will be scheduled.

Scheduling and Payments

Scheduling: The customer understands, scheduling in a business in which productivity can be based upon weather can be difficult at times. These and other circumstances may affect the start of work and completion. We will notify you of any changes that may occur.

Payments: The customer agrees, payment to Paver Seal Tampa is **due at the completion of services** by cash, credit card or check. We take all major credit cards and offer financing through an outside service called Wisetack through the invoice. Payments by credit or debit card have a 4% processing charge.

Deposits: Deposits may be necessary to help cover materials and ensure your date on our calendar.

- General sealing services require a 50% deposit for jobs over \$2,000, special order materials or otherwise noted.
- Color Enhancement services require 50% payment up front.

All balances are due at completion.

Non-Sufficient Funds or Canceled Payment Fees:

• The customer agrees to pay a fee of \$65 for any check or CC payment that has insufficient funds or if the customer cancels the payment.

Late Fees: The customer agrees to pay an additional late fee of *10% of the total job cost* if the balance due is not paid in full within 5 calendar days, from the day of completion. Plus, credit card processing charge of 4%.

Cancelations:

- For a customer canceled job where deposit has been received and technician has not arrived at job site, the customer agrees to pay a cancelation fee of 25% of the deposit for admin fees, return of product fees, warehouse restocking fees and any others losses PST may incur.
- FULL INVOICE WILL BE DUE ONCE WORK BEGINS IF CUSTOMER CANCELS AT THAT TIME, unless otherwise noted.

Paver Seal Tampa reserves the right to cancel service and refund a portion or all funds received at our discretion. Factors taken into consideration include, but are not limited to: work completed, materials used, materials unusable for other clients, non-returnable materials, safety concerns, harassment toward technicians, office staff and/or managers by property owner(s) or any others on the job site and/or in communications via phone conversations, voicemail, text messages and/or electronic messaging.

Non-payment clause:

The customer understands, if payment is not made with late fees within 15 calendar days, the customer will be subject to court actions along with Paver Seal Tampa's legal fees and court cost.



Before & After Sealing Service

Before

- Schedule landscapers and any other maintenance personnel so that they do not come on the day of sealing. Reschedule them to come three days after sealing to allow for sufficient curing time. NOTE: Advise landscapers to avoid any tight turns on sealed pavers in order to prevent tire markings from their riding equipment.
- Remove furniture, plants, pool basket covers and any other movable decorative items from any area being cleaned and sealed or arrange their removal with your sealing technician. Moving fees may apply. Remember the sealer may seal these items to the surface.
- **Turn off the pool pump and remove robot**. Pool maintenance services should not be done on the day of sealing.
- Turn off your sprinkler system on the day your pavers are being cleaned and sealed.
- Ensure all automobiles that will need to be used are out of the garage and not on the paver area that is to be cleaned and sealed. If you were not home the day of the cleaning and sealing, and if the garage doors close on the pavers, make arrangements with your sealing technicians to be sure the garage doors will be left open.
- Schedule Pool Maintenance in advance to coordinate with your project needs.

After

- Pool cleaning can be performed 24 hours (next day) following sealing to remove any sand or debris from the pool. **The filter** <u>must remain off</u> **until the cleaning is completed.**
- Swimming in your pool may resume after 24 hours of pool servicing completion or at your pool tech's recommendation.
- Do not remove caution tape around the driveway and walkways until the third day.
- The paver surface may be open to light foot traffic 4 hours after sealing is completed.
- Driving on pavers can begin 48 hours after service. To prevent tire markings do not make tight turns or sudden stops on pavers.
- Replace furniture, pool basket cover, plants etc. on the paver surface, 24 hours after sealing is completed.



DIY: Paver Care Instructions and Tips

Low Pressure Rinse: Naturally, there is going to be occasional debris that gets onto the surface such as dirt, grass clippings, dust, pollen, tree debris, bird droppings etc. You are going to want to give your surface a low-pressure rinse with your garden hose on occasion. You should use a "fan" or "shower" pattern and avoid using higher pressure "jet" patterns, as this may loosen the joint sand between your pavers or travertine. If the debris is left to accumulate, it can create an environment for organic growth. You are going to want to clean the debris off throughout the year.

Mold, Mildew and Algae: Now that your surface has been sealed, you are going to get great protection against mold, mildew and algae from penetrating into the surface pores. However, with a tropical climate, there is always a possibility that organic growth may still occur on the surface of sealer. This tends to occur where water pools, due to poor drainage or where constant dirt and mulch tend to wash out from flower beds onto the surface.

The simplest and most effective way to remove organic growth is to treat with liquid pool chlorine (do not use powder chlorine). Mix 1 part chlorine to 2 parts water (Example: half gallon of chlorine with one gallon of water). Apply using a spray bottle, pump sprayer or watering can. **Ensure you are wearing protective clothing, gloves and eye protection.** Let it dwell on the surface for 5-10 minutes, and then rinse off thoroughly with low pressure from the garden hose. Do not leave chlorine residue on the surface. For decorative concrete, you may use a soft bristle brush or mop. (This is perfectly safe for a sealed surface.) Multiple applications may be required depending on the severity. You may also increase the liquid chlorine mixture and decrease water if needed.

NEVER USE MURIATIC or SULFURIC ACID as this could damage the sealer and surface.

Weed Growth: Typically, our clients experience 85 – 90% reduction in weed growth. Every situation is different and some things such as weed growth are beyond our control and as such, weeds are not covered as part of our warranty. If you do see weeds, treat them as soon as possible as they can spread quickly and become a big problem. Use caution. Do not get the weed killer on the grass, and use sparingly along edges of driveways, walkways, etc.

Ants and Insects: Use an insecticide or poison or natural repellent you use in and around your home.

Sand Wash Out: Our process of flood coating pavers is the very best process for stabilizing the joint sand. Some sand wash out will occur and is to be expected where heavy water flows or pools, near downspouts, and where water drips from the overhead cage, lanai or roof. If you notice some sand settling or washing out, it is really nothing to worry about. However, if it progresses, we recommend using a course angular sand such as "pool filter sand" which can be bought at a home improvement store. Spread a small amount on the area and sweep into joints. Sweep or shop vac off the excess sand.

Remember: We handle all of the above with 6 visits per year, so you never have to worry about maintenance. If you prefer to leave it to the Pros, ask about our Paver Upkeep Plans.

Only at Paver Seal Tampa! 813-480-9093