

**Heaven Sent Floor Care (HSFC) Terms and Conditions**  
**what you should know about your stone and tile care & restoration**  
**LEGAL and TECHNICAL EXPLANATIONS & LIMITATIONS**

These Terms and Conditions (The “**Terms and Conditions**”) (aka “Agreement”) govern your access to and use of Heaven Sent Floor Care’s website(s) and services that link to or reference these Terms & Conditions. By accessing or using Heaven Sent Floor Care’s website(s) and services, you are agreeing to these **Terms and Conditions** and concluding a legally binding contract with Heaven Sent Floor Care. Do not access or use this site, our services or any subsidiary sites if you are unwilling or unable to be bound by these **Terms and Conditions**.

**DEFINITIONS**

1. Parties

“You”, “your” “client” and “agent” refer to you, as a user/consumer of our website and services. “We,” “us”, “our” and “Company” refer to Heaven Sent Floor Care (HSFC) and individual(s) it employes and Officers. “Parties” refers to “HSFC” and the “client”.

1. **RESTRICTIONS**

We reserve the right to investigate and take appropriate action at our sole discretion. The failure of Heaven Sent Floor Care to enforce any provision of these Terms and Conditions shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of these contractual obligations.

You agree not to, and will not assist, encourage, or enable others to use HSFC website, its subsidiaries or our services to:

1. **Violate our Terms & Conditions.** Writing a fake, defamatory review or comment that casts suspicion on the integrity of Heaven Sent Floor Care, it’s Officers, employees or others associated with Heaven Sent Floor Care. A similar violation would occur where an individual is encouraged, directed or compensated to write a review or comment that casts suspicion on the integrity of Heaven Sent Floor Care, its Officers, employees or others associated with Heaven Sent Floor Care. Similarly, posting any complaint via a review [online or in print] that complains of the services or other provisions in these Terms and Conditions as they apply to the contractual obligations herein is a violation. **This provision does not prohibit honest publication of reviews where the Company or its workers failed to deliver in compliance with the contractual obligations mentioned herein.**

2. Violate any third part's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

iii. Threaten, stalk, harm, or harass Heaven Sent Floor Care, its employees, Officers or anyone associated with us, or promote bigotry or discrimination;

1. Solicit personal information from Heaven Sent Floor Care, its employees, Officers or anyone associated with us;
2. Violate any applicable law.

## 2. **INDEMNITY**

You agree to indemnify, defend, and hold Heaven Sent Floor Care, any related companies, suppliers, licensors and partners, and the officers, employees, agents and representatives of each of them (collectively, "HSFC") harmless, including costs, liabilities and legal fees, from any claim or demand. This indemnity clause includes any claim(s) made by you or any third party arising out of or relating to (i) your access to or use of HSFC website and/or services, (ii) your violation of the Terms and Conditions, (iii) any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you, or any third party using your account. This provision shall apply to all claims, regardless of cause, including HSFC performance or failure to perform, and including defects in products, design, installation, maintenance, operation or non-operation of any system, whether based upon negligence, active or passive, warranty, or strict product liability. HSFC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of HSFC. HSFC will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF HSFC ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE WEBSITE OR SERVICES. BY ACCESSING OR USING THE SITE AND SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS. **HSFC limitation for any finding of liability will not exceed \$300.00. Should a Client desire greater protection**

**against losses the Client must specifically state so and the Estimate will reflect the additional fee(s) commensurate with the level of protection desired.**

3. **CHOICE OF LAW AND VENUE:** Texas law will govern these Terms & Conditions, as well as any claim, cause of action or dispute that might arise between you and Heaven Sent Floor Care (a “Claim”), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN COLLIN COUNTY, TEXAS. In the event a client resides in Dallas County, all parties agree the Company may choose to invoke the jurisdiction of the Dallas Courts.
  
4. **RELEASE OF LIABILITY - The Company’s workers are NOT trained movers.** It is the Client’s responsibility to clear the areas that are to be serviced of any and all movable items, i.e. furniture, personal belongings, rugs, vases, plants, pets, etc. prior to our arrival on the worksite. **If the client chooses not to move the furniture or any other items, the client assumes the risk that should some moving be necessary, the client hereby releases HSFC and its workers for any negligence liability claims, for any property damage or personal injury that may occur in the process of providing services.** Further additional charges at the minimum rate of US \$80.00 per man hour, with a minimum charge of \$80.00 may be added to the total price of the contract.
  
5. **PROTECTION OF SURROUNDING SURFACES, FINISHES & AREAS:** The Company will make every attempt that they deem reasonable to protect any and all surrounding areas. Use of which is most often but not limited to the use of 3M plastic and “Blue Painters Tape”. If during the actual service to be performed or the removal of such tape or any other tape the surface/s are scuffed, marred, discolored or affected in anyway, **the client releases the Company for any damage or the repair of it and will NOT be held liable.**
  
6. **WATER, MOISTURE & RELATED DAMAGE:** Because of the nature of any type of stone and or tile work, there is often a large amount of water and other chemicals used, sometimes even under high pressure. That being the case, **the client releases the Company for any damage that might or might not be connected in some way to the service being performed or the migration of water, moisture or vapors to any other area connected to or otherwise may at some time become affected by any type or related type of water, moisture or vapor damage.**

7. **CRACKED, LOOSE, BROKEN, CHIPPED, & MISSING GROUT, TILE or SLAB:** If any of the aforementioned things should occur before, during or after service of a given area, **the client releases the Company for the damage or the repair of it.**
  
8. **REPAIR OF STONE:** The Company makes no guarantee that any repair(s) to any stone or other surface we may work on in repairing will be restored to any specific state or that the repair(s) will in fact be improved upon more so than when we started. We do not guarantee that all repair(s) can be effectively made or that the repair(s) will be permanent. The sole remedy is replacement. All repairs are billable at the rate quoted regardless of the end result(s). Repairs of stone [i.e., crack or hole repairs] and any refinishing/resurfacing of countertops, walls or showers will involve a dry process of sanding which will result in dust.
  
9. **SANDED GROUT:** If sanded type grout was used in a natural stone floor, it is usually the Company's recommendation that it be removed and replaced with a non-sanded type of grout, if this is not done the Company assumes NO responsibility for any damage resulting from the sanded grout.
  
10. **RESTORATION:** Simple restoration (Light Resurfacing) of the stone involves the process of honing the surface by using an abrasive means of different natures. The very top of the stone will be "sanded away", thus eliminating most etching and most of the scratches that make the stone look dull. This process does not go very deep and will not remove all scratches. It is possible that some scratches might result from this process that will not show until the job is complete. These scratches, if they should occur, will NOT detract from the overall appearance of the job. It should also be noted at this time that the final level of shine or lack thereof might be different from the original factory level. The procedures, equipment, techniques and materials used in the field are not the same as used in the factory and subsequently it is NOT reasonable to expect the exact same appearance as was first achieved by the factory. **The Company is not responsible for the removal of paint from any surface. The Company does not guarantee removal of any stains or other type of discoloration from any surface.**
  
11. **STRIPPING:** The Company does not guarantee that all sealers however previously applied can or will be completely removed from any tile or grout.

12. **STAINING:** When staining Mexican Tile, Saltillo, Brick or similar surfaces, we do not guarantee a particular end result of the particular color or consistency of the color throughout the surface. The porosity can vary from one tile to the next and prior stains and chemicals previously used on the surfaces can make a predetermined outcome virtually impossible.
  
13. **POLISHING:** When polishing any natural stone the COMPANY does not make any guarantees as to a specific "gloss level". There are several different qualities of natural stone, varying amounts of fill from tile to tile; lighting in any one area can influence this too. Some natural stone is prone to absorb the polishing compound(s) to varying degrees that we may use. The COMPANY is not responsible for a pristine result based on factors that we have no control of or that were not considered in the contract.
  
14. **GRINDING and FLATTENING/LIPPAGE REMOVAL:** This is the most extreme procedure pertaining to abrasives that can be done to your stone floor. Due to the high level of weight that is needed and the resulting vibrations, the flooring could crack, chip or loosen if it was not properly installed. If this should occur for any reason at any time, **the client releases the Company for the damage or the repair of it.**
  
15. **SLIP, TRIP and FALL:** You are responsible for keeping any and all non-Company personnel out of the work area and surrounding area until the area(s) are released back to the client. The client understands that a surface could become slippery at some point in time. **The client releases the Company or its workers responsible for any resulting damage at any time.**
  
16. **GENERAL LIMITATIONS:** All grinding machines used by the Company work in a rotary mode, therefore, corners can NOT be serviced. The machines will also miss the first two to three inches along the bases of walls, under cabinets, around faucets, along the edges of said surfaces, etc. The Company will take whatever steps it deems necessary to blend these areas together to a level that the Company deems reasonable. Stone baseboards are never any part of any restoration contract. The same limitations with regards to the edges of floors would apply to counter-tops and surrounding areas as well. The grout may or may not in effect become clean as a result of work being done to the surface of the stone. Either way, the end resulting appearance of the grout is the finished product. It is also NOT the responsibility of the Company if water should somehow get behind the stone and result in some type of damage, real, perceived or otherwise. **The client releases the Company should the electrical components or plumbing components in the dwelling being serviced experience some failure or damage, real, perceived or otherwise.**

**17. PAYMENT, CANCELLATION OF CONTRACT or DATE & WAIVER – TIME IS OF THE ESSENCE:** Full payment is due upon completion of work. If payment is not made in full upon demand, the Client has breached the contract. Ligated damages in the amount of \$250.00 are applicable on any unpaid services where the amount due is under \$1000.00. Ligated damages in the amount of \$500.00 are applicable on any unpaid services \$1000.00 and greater. Should the Company choose not to retain the services of an attorney; the Client agrees to be responsible for document preparation fees in the amount of \$65.00 per hour payable to the Company.

- All parties agree that if a breach were to occur, it would be difficult to determine actual damages;
- Based on what the parties presently know about the value of money due and not received, the time and energy required to pursue the collection process and the investment of additional finances to pursue collection of the contract price agreed upon is a reasonable estimate of the damages that would accrue if a breach occurred in the future; and
- All parties agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party.

**The parties agree and acknowledge that this timely failure to pay contract provision is a material term of this Agreement, the absence of which would have resulted in the Company refusing to enter into this Agreement**

Interest at the rate of sixteen percent of the total amount compounded monthly until payment is made in full will further be imposed. Should the client stop payment on any check, credit or debit card transaction or the transaction be deemed insufficient funds they will also be responsible for the applicable fees mentioned herein. Furthermore, you will be responsible for all charges imposed from our bank as a result of said cancellation or NSF status; and sixteen percent of the total amount compounded monthly as a late fee until payment is made in full. The client is also responsible for any and all cost incurred by the collection of any related disputes of this contract, including but not limited to court costs, postage fees, copying, depositions, expert witnesses, subpoenas, and attorney fees. **You further waive any requirement that advance notice must be provided prior to filing any legal claims.** On the other hand, you agree to provide HSFC sixty (60) days' notice prior to filing any claim.

**No verbal statements, advertisements or promises of anyone will be honored outside these Terms and Conditions.** Company Policy shall not be compromised or violated in any form in executing any transaction with a customer or their agent. For example, HSFC does not consent to any contracts or agreements outside HSFC Terms and Conditions. HSFC does not release personal

information of any kind about any person associated with HSFC to another company or individual. As a rule, the Client can NOT cancel this contract or the date(s) set forth for the job, for any reason unless timely notice is provided to the Company as detailed below.

**If a cancellation of date from the Client occurs without a MIMIMUM of 72 hours notice, [notice is defined by speaking to HSFC via phone or submitting an email to [ken@heavensentfloorcare.com](mailto:ken@heavensentfloorcare.com) with “CANCEL CONTRACT DATE” in the subject line], it shall constitute breach of contract,** and the Company reserves the right to retain any and all deposits or pursue collection by whatever means is necessary for 50% of the fees associated for the services contractually agreed upon as liquated damages for Breach of Contract.

- All parties agree that if a breach were to occur, it would be difficult to determine actual damages;
- Based on what the parties presently know about reserving specific date(s) and time(s) to the exclusion of any other work that may have been scheduled all parties agree that 50% of the contract price agreed upon is a reasonable estimate of the damages that would accrue if a breach occurred in the future; and
- All parties agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party.

**The parties agree and acknowledge that this cancellation of contract provision is a material term of this Agreement, the absence of which would have resulted in the Company refusing to enter into this Agreement**

On the other hand, the Company commits itself to honor the date(s) and times scheduled for the job, but it will not be held responsible for cancellation of a date in case of: I. Illness of personnel, II. Break-down of equipment, III. Severe weather conditions, IV. Strikes, V. Any other possible event beyond its control. The Company commits to contacting you via phone, or email that we have on file as soon as one or more of these conditions presents itself; but not later than the time scheduled. Should any such event(s) occur, the Company will schedule a new date together with the Client and this new date shall become part of this contract and be as binding as the original date.

18. **VERBAL OR WRITTEN DISPUTE:** Should any Client become an annoyance, irritating, disquieting, argumentative, loud or otherwise disruptive with any representative of the Company at any point once the contract is formed either verbally or in written communications and the Company perceives the Client has created an environment not conducive to work in, the Company may choose to terminate the contract immediately regardless on the quantity [or lack thereof] of work performed at that time. The client agrees any such decision is based solely on the discretion of the Company and binding. At that time the Client will have breached the contract and be liable for the entire amount of the contract and all penalties described herein.

19. **AFTER WORK CLEAN-UP:** It is the responsibility of the Company to deliver the object(s) of the contract (floor, wall, vanity, furniture tops, etc.) decently clean. When a dry sanding process is required or a very caustic chemical is used, we will contain the dust and/or smell as best as possible. **In any event, the finished product of any cleaning process the Company delivers is the end result.** The Company's workers will also remove all masking material and clean the worst of possible splatters from corners, baseboards, moldings, mirrors, walls, etc., but the Client must not be too particular about this, because the Company's workers are not professional maids. However, the nature of the splatters produced during the working process is mostly water with either stone powder or polishing compound in it, therefore, even when dry, splatters generally will not cause any damage and can be easily removed with a damp cloth. Further – in the case of a floor – the fine powder mentioned above (usually a light color) may stick to a darker colored grout and may not come out with the standard after work clean-up. The removal of such powder from the grouting is neither included in the price of the contract, nor is it available.

20. **COMPLETION OF WORK PROJECT – TIME IS OF THE ESSENCE:** The Client is responsible for any payments. The Company does not accept promises of payment from third parties. The Company will provide an estimated time of completion of the work. **In the event, the client or agent does not make themselves available to inspect the completed project at the estimated time the Company provides, the project is considered complete and no return trips to resolve any issue(s) will be required of the Company.** For the purpose of implementing a full and complete release and discharge of each other, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, any and all claims that the Parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of those claims.

Should payment have not been already paid, the Company will attempt to contact the client or agent to secure payment via the Internet prior to leaving the work site. **In the event, that payment is not received for any reason prior to leaving the work site, a breach of contract will have occurred.**

21. **NO WARRANTIES WHETHER EXPRESS OR IMPLIED:** HSFC disclaims any warranty whether express or implied, statutory or otherwise, in relation to the services offered or performed.

22. **PHOTOGRAPHS, TESTIMONIALS & NON-DISPARGEMENT:** The Company reserves the right to use any and all photographs, comments and/or testimonials of work it performs in whatever way it chooses for the use of advertising and marketing.

You agree not to publish online or in print disparaging [“disparage” shall mean any negative statement about the Company, people or its services that were contracted for] comments about the Company or anyone who works for the Company about the services contracted for when the contractual obligations have been met by the Company or anyone who works for the company. **This provision does not prohibit honest publication of reviews where the Company or its workers failed to deliver in compliance with the contractual obligations mentioned herein.**

Any violation will result in the imposition of liquated damages in the amount of \$750.00 for every review or comment meeting the aforementioned criteria. The \$750.00 applies if you or someone connected with you directly or indirectly caused said review(s) to be posted in multiple locations. For example, posting said review on one site which in turn causes it to be syndicated to other sites would hold you liable for all the postings. The obligations cited in Paragraph 17 above would further apply to this provision.

All parties agree that if a breach were to occur, it would be difficult to determine actual damages;

Based on what the parties presently know about disparaging/negative reviews they agree that \$750.00 is a reasonable estimate of the damages that would accrue if a breach occurred in the future; and

All parties agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party.

**The parties agree and acknowledge that this specifically tailored non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Company refusing to enter into this Agreement.**

**In the event a breach or threatened breach of these Terms and Conditions the Company may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or security).**

The Company will pursue whatever course of action is necessary to collect the liquated damage fees and/or remove the review(s)/comment(s). You agree to be responsible for all fees, including legal, that are required to achieve the collection of the liquated damage fee(s) and/or all fees associated with the removal of the review(s) and/or comments. Any violation of the above will at a minimum cause a “Breach of Contract” under Texas law.

Should the Company choose not to retain the services of an attorney; the Client agrees to be responsible for document preparation fees in the amount of \$65.00 per hour by the Company. The client further agrees to be pay the Company all costs related to depositions, costs of suit, copying, postage and other related fees. The above explanations and limitations are to make you aware of what to expect. It is the express intention of the Parties to this Agreement that these mutual releases and associated definitions stated herein be construed as broadly as possible to effectuate the Parties' desire for absolute and complete peace going forward in relation to all dealings between them whatsoever.

**These Terms and Conditions constitute the entire agreement between the parties. No promises, opinions or advertisements of anyone will bind HSFC to anything outside these Terms and Conditions. It is expressly understood and agreed that the terms used in these Terms and Conditions are contractual and not merely recitals. You acknowledge and agree that you have carefully read these Terms and Conditions and have asked any questions of legal counsel or a trusted advisor needed to understand the Agreement, consequences and binding effect of this Agreement. You further agree your acceptance of these Terms and Conditions is knowingly and voluntarily without any duress or undue influence.**