

Decorative Concrete Surfaces...Limitations and Exclusions

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By Lindy Ausburne

For over 30 years Lindy has built a solid reputation in the world of concrete by combining industry knowledge with hands-on field experience. In

her opinion, these are the key components in assuring those who have a vested interest receive true and lasting value in regards to classic beauty, attention to detail, and premium performance.

It is her personal belief that an honest and reliable reputation is the recipe for success, and throughout her career she has worked hard at increasing the demand and overall image of the hardscapes industry.

Lindy now runs High Definition Concrete consulting and is actively involved in a number of forums aimed at the improvement of the decorative concrete industry.

High Definition Concrete Consulting (HDCC) will take all precautions, preventative measures, and exhibit ordinary care necessary to protect all fixtures and adjoining surfaces from damage due to equipment, required materials/products, chemicals, and tools which will be required in order to install the surface; however, **HDCC** will not take responsibility for any damages due to acts/actions of other trades or the property owner that effect the finished outcome of the surface installed by (your company name).

HDCC will properly dispose of all containers, masking paper, etc, as well as maintain a clean and orderly working environment; however we will not be responsible for those of other contractors that may also be working on the site of the project.

If the installation to original owner proves to be defective within the 1st year **HDCC** will repair surface at no cost.

HDCC shall not be responsible for earth or ground-fill movement, earthquakes, cracks or heaves in existing sub-surface, reduction of gloss, hydro-static pressure that may present itself at any time in the future, adverse local water conditions, acts of God, negligence on the part of property owner, or acts of others.

There is no warranty, express or implied, as to uniformity in relation to the reaction and/or coloring of substrate through the use/application of acid stains, dyes, etc. The condition of the substrate, it's profile and overall condition, slabs that were poured/finished at different times, those that had nail holes or chips requiring filling/repair, adhesive and/or previous sealer residues that remain in or on the concrete (whether detectible or invisible), as well as other types of marks and/or foreign matter will effect the end/finished appearance of the interior or exterior surface to an indeterminable degree. Made up samples and/or actual on-site sample area will be provided upon request in order to ascertain the finished outcome; thereafter, the property owner and/or their authorized agent will be required to sign off, after which time **HDCC** will proceed with the application process over the remaining area as per detailed scope of work to be performed (again referring to the above substrate condition statement effecting the outcome thereof).

It is the sole responsibility of the General Contractor and/or home builder to assure that the concrete substrates which are to serve as the finished floors or exterior surfaces are adequately protected from

contamination and/or damage from other contractors/trades. Should such contamination, marks/gouges/marring of the substrate occur due to failure to guard against, all costs associated with the removal, repair, or correction of them will be the sole responsibility of the General Contractor, home builder, or property owner. Additionally, no one shall apply tape directly to the decorative concrete surface ...tapes contain plasticizers that can fuse to the surface (causing potential defects and delamination)

The application zone will be marked and/or cordoned off by **HDCC** in order to deter damage from other trades and/or individuals, pets, and wildlife that have access to the property. If the surface is damaged by foot traffic on wet/uncured substrate, water sprinklers, domestic or wild animals, or otherwise compromised by acts of others, **HDCC** will not be held responsible for costs incurred in order to be properly addressed/repaired.

Delays caused by adverse weather conditions, delays in shipment of necessary materials from material manufacturers, loss//damage/strikes of freight carriers, or the failure of other trades to complete their necessary work in a timely manner that prevents **HDCC** from undertaking of surface prep and application, **HDCC** will not be subjected to monetary penalties/fines due to circumstances beyond your control that effect the initial estimated completion date.

HDCC will not be held responsible for the improper pouring/placing finish work of the slab by independent concrete contractor that will affect the finished decorative surface that is being applied by **HDCC**. It is the sole responsibility of the General Contractor, home builder, or property owner to convey to the concrete contractor the fact the concrete slab is to serve as the interior floor or exterior surface. Upon request, **HDCC** will provide a written specification as to the manner in which the concrete is to be finished; however, we will not oversee the finish work of the concrete contractor at the time they are performing their work. If the surface is not finished per written specification provided, it is the sole responsibility of the concrete contractor as to costs associated with correction thereof.

Property owner will abide by the “**Proper Cleaning and Maintenance of Decorative Concrete**” guidelines provided by **HDCC** failure to do so will void any and all written or implied warranties. **HDCC** hereby warranties the surface for a period of ___ years to original owner, so long as all limitations and exclusions have been abided by and surface is properly cleaned and maintained during same elapsed period of time.

I, _____, on _____, have read, understand, and will heed/abide by the above Limitations and Exclusions