



**Louvered Roof Systems**  
Guarantee and Warranty Policy

**Project Terms, Conditions, Agreement & Warranties :**

All Decked Out 513, LLC offers a one-year workmanship on all louvered roof systems. Many of the materials we install are also backed by their own manufacture guarantees and warranties as well. Signing and accepting your proposal, you agree to these terms and conditions. Please review this warranty in full and please let us know if you have any questions or concerns. This also serves as part of your contract details which you are agreeing to upon acceptance of your proposal.

**Guidelines:**

• Follow up maintenance is recommended for these roof systems.

This maintenance is required to be followed by the homeowner as recommended, after installation in order for the workmanship warranty to be honored. In the rare event you have an issue and do not know whether it is an installation error or a mechanical defect then please contact our company and we will evaluate it and review the resolution with you.

• This warranty is effective if clients have kept their parts of the agreement in regards to payments schedules and terms and conditions of the warranty.

• All Decked Out 513, LLC will cover all materials and labor required to correct any defect in workmanship that is covered under this warranty. If materials have been altered by a client, outside of normal maintenance then we will not be able to make the repairs free of charge and instead will propose the scope of repair and pricing needed to fix the issue.

• All Decked Out 513, LLC will replace any components that are proven to be defective due to workmanship only. We do not guarantee any materials but can assist in helping with contacting manufactures and providing proof of purchase if required. We are willing to use our purchasing leverage with the manufactures and will help our clients with this process if needed but can not warranty against the materials themselves.

**Claims Procedure**

If a claim is needed then please follow the outlined procedure below:

• The customer must present proof of purchase in either the form of a signed contract or sales invoice if requested from All Decked Out 513, LLC if any claims are brought to our company to address.

• The original client must be the one making the claim on the project and this warranty is non-transferable to another owner of the property.

- Timeliness of the warranty work performed shall be at the discretion of the contractor, (typically ten to thirty days from the time of claim). Typically, we address issues as soon as possible but this can vary depending on the season and the company's availability of crews and if products need to be ordered it could delay the process due to waiting on materials to arrive.
- Claims must be submitted in writing either via mail or email format and accompanied by at least three and up to six photos of the problem area(s) along with a description of the concerned areas. Once All Decked Out 513, LLC has been notified by a client, we ask for five to ten days to determine if it's a warranty issue and arrange a time to have the issue assessed by our company and come up with a solution in writing for the client to agree to and then it can be scheduled to be addressed. PLEASE NOTE: Close up pictures and pictures from a distance helps tremendously. Pictures help our crew know what to bring with them to resolve issues, on the first trip when possible and also may help us to determine if additional materials are needed prior to our inspection.
- During the first (1) year of installation, All Decked Out has the option to repair, refinish, or replace the defective product at no cost to the homeowner, except for power components as those would be covered under the manufacture warranty. We can re-install new motors in the event one fails but we would have to charge a minimal trip fee. Reprogramming of remotes may be difficult. In the event you need us to reprogram we would also have to charge a small trip fee to resolve the issue.
- Any items that are defective or break but are not due to install error we may charge a small fee to come out and replace or fix. This typically includes material costs and labor costs set at \$75 per man hour along with travel to and from.

### **Limitations:**

- Any alterations made by client or other outside contractors will result in a voided warranty.
- Unfortunately, natural occurrences such as storm damage, hail, excessive winds, tree branches, leaves, flooding or other acts of God, vandalism, animal or fire damage.
- Chalking or streaking of aluminum is considered maintenance. They can be cleaned with the same cleaning products as gutter cleaner and can find at most big box stores. .

### **Responsibilities / Project Terms and Conditions:**

- All Decked Out 513, LLC will comply with all townships, county and state building code requirements and always recommend obtaining the proper permits prior to the start of projects. All work is to be built to or above current code requirements.
- Retainer deposits are non- refundable, (typically takes care of permit processes and design fees). If you need to cancel your project or need to reschedule your project for a later date please notify us 3-6 months in advance. If we have ordered materials and you decide to cancel your project, we are not able to refund any money and the material is still owned by All Decked Out. We do not give you a credit for material nor do we deliver the product to your location as we are taking a loss on the install.
- If we are requested by the client, to build in a manner that we do not recommend or is not to current code standards, that scope of work will not be covered under workmanship guarantee.
- Any additional work not related to the original scope of work will be subject to a change order and will be an additional cost assumed by the client. We do require change order acceptance and payment of change order in full, prior to the additional work being performed.
- During construction, due to heavy foot traffic or equipment, there may be minimal damage caused to your lawn. Turf repair is NOT included in the price and will be subject to a change order or additional costs if repair is requested.
- We do ask that before the project begins that you move all outdoor furniture or any other items in the construction zone, out of the area that our crew will be working in so that the items do not get damaged during construction. If there is any reason why you are not able to move an item please notify our team and we can help make arrangements to ensure this is completed safely.
- All Decked Out 513, LLC is not liable for damages caused by other contractors or delivery trucks. They are not our employees and we can't control outside contractors. We are also not responsible for any materials, purchased by clients, that are left unattended on the property. Please safeguard materials by storing in a safe location before and during construction.

- If All Decked Out 513, LLC has a returned check from the client that will result in a \$50.00 fee charged to the home owner and a cash or credit card payment may be requested if any future payments are to be made.

- The warranty DOES cover things such as loose connections, improper installation per manufacturer install instructions, missing hardware, missing screws, faulty cuts, defects caused during installation and any problems that you may have resulting from our workmanship.

- Louvered roof systems and under deck drainage systems are not 100% watertight systems. Just like gutters on your house during heavy rain falls or storms they can overflow or have small drops of water. Condensation can also build up on louvers. Drips are not to be considered leaks. A louvered roof is a luxury motorized pergola that has a water diversion system with gutters and downspouts. .

Under deck drainage systems are a water diversion system to help create a dry space on your deck or patio. Do not assume they will never leak nor are a 100% watertight system.

- All Decked Out 513, LLC is not liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of the contractor, including acts of God, acts of the homeowner, fires, floods, tariffs, strikes, freight embargoes, severe weather, material unavailability, material theft or inability to obtain materials. These delays do not constitute abandonment and are not included in calculating time frames for payment or performance. Delays beyond our control may also delay a start date or completion date. Change orders may also delay the timeline of your project. We do ask for grace in this area. We do our best to notify you if there are any delays.

-We do not give discounts if we can't start on time or if there are manufacturing delays. It is the nature of our business working outdoors. We do respect your schedules and will do our best. We don't want to rush our employees on their current projects to get to yours and we wouldn't want them rushing on yours.

- Our contracts do not include hidden or unknown contingencies such as but not limited to: concealed pipes, rotting or decay on home foundation/footer depths more than 30 inches due to soil bearing, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, such as post holes, which require the use of a breaker or another unusual method, to remove the hard material, the extra cost will be billed as a change order and due as specified. Extra labor costs are billed at the rate of \$75.00 per man/ per hour. In the event unexpected equipment rental is needed and is not outlined on the signed proposal, the customer is responsible for payment of rental and to be paid by the customer prior to renting equipment. Change orders are to be paid in advance of any work performed or invoiced at the end of job; this will be determined by All Decked Out 513, LLC on a case by case basis. Majority of the time change orders are due immediately. If there are changes to the original scope, necessitated by zoning and or building inspector requirements or customer-initiated changes that require a change in the permit, the homeowner will be charged for the drawings, time to run the permit and any county or city fees. Change orders may affect the projected completion date. Typically permit revisions are \$250.00 and will be billed as a change order.

- Building departments and their requirements can vary from location to location so All Decked Out 513 LLC is not able to predict the exact requirements/needs for each project each time. In the event a building department/inspector requires items in addition to the proposed scope such as: concrete landing pad at bottom of steps, exterior lighting on deck area, electrical outlet on deck area, certain glass window type, vent extensions, lateral bracing, secondary handrails on steps, soil engineers, or extra deep footers, these items will be addressed with the homeowner immediately and would also subject to change orders/additional charges. If discussed prior or it's stated on the proposal, there will be no additional charge as it is included in the original contract amount but would be noted. Typically, when we submit building plans they will notify us at the time of processing the application and permit packet and we will notify you as we learn of the additional requirements but at other times we may receive request from them while in the build/inspection process and again we would notify the client immediately and present any additional costs with a change order form for approval.

Sometimes the building department may request the following additional items:

- Zoning Variances - A variance is an exception to a zoning restriction that allows the use of the land outside the requirements of the zoning for that area. Variances can be given by a locality for residents who can show that the variance will not lessen property values or interfere with the use of the property by current residents. In some cases, you may have to go before the city council or municipal government and plead your case. Cost for the variance can range anywhere from \$200 and up depending upon your township or county over and beyond the fees we charge for standard permits. Items that may require a variance or additional inspections resulting in additional costs may be some of the following:
  - Sanitary sewer pipes

- Storm sewer pipes
- Water pipes
- Private Sewer system or Septic systems
- Utility lines underground or guide wires above ground
- The area in which you want your deck located has a steep slope
- If your structure may be an eyesore or blocking a view of a neighbor.
- If you have a small backyard where setbacks for your property lines come into question
- Geo-Technical Services - There is sometimes a need to hire a geo-technical engineer to inspect the soil during excavation to ensure the integrity of the soil. The need for this service may be requested by the building department during permitting prior or it may get brought up during the footer inspection. We have no way of knowing this ahead of time in every case. In this event this is deemed necessary, these fees can range depending on whom is needed for hiring and also what services are needed. The additional costs typically start at \$800.00 and go up from there. If your deck is on a hillside or in a landslide susceptible area then this most likely will be needed so please notify our office at the start of project scheduling if you are aware.
- Survey - If your proposed project site requires a variance for permission to build, or there is any reason to believe you are impeding on a property line with the project, or many other reasons, then a survey will be recommended/necessary. We have local surveyors we can suggest and will gladly assist with this process, but this is not included in our pricing and is the responsibility of the homeowner.

### **Scheduling/Delayed Starts:**

- The nature of our business working in the great outdoors. With that said, it does have many challenges. All Decked Out reserves the right to postpone any work due to weather and other unforeseen circumstances. We do respect your schedules and will do our best to keep you in the loop with any delays. We don't want to rush our installers on their current projects to get to yours and we wouldn't want them rushing on yours. We do everything we can to not start projects until we can focus all of our attention on your project. With this in mind, with an outdoor project it does require much more patience and flexibility than an indoor remodeling project. We do NOT give discounts because we are delayed on a project.
- Delayed Completions: The nature of our business working outdoors can cause significant delays or stop completion from occurring for an extended period of time. Just as well as the unknown climate of the world and availability of materials can also affect project completions. This can be very challenging for scheduling. We do respect your schedules and will do our best to keep you in the loop with any delays. Since we place materials orders shortly prior to project starting, we may find after starting that we are unable to get materials in hand and if that is the case then we would notify you immediately to discuss the delay OR need to transition to another option. If you choose to await the delayed items then we reserve the right to adjust the payment schedule in a fair manner to "close out" as much work as we can complete while we await the delayed materials.
- All Decked Out 513, LLC is not liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of the contractor, including acts of God, acts of the homeowner, fires, floods, tariffs, strikes, freight embargoes, manufacturing delays, severe weather, material unavailability, material theft or inability to obtain materials. These delays do not constitute abandonment and are not included in calculating time frames for payment or performance. Delays beyond our control may also delay a start date or completion date.
- Rock/Soil/Rot Clause: Our contracts do not include hidden or unknown contingencies such as but not limited to: concealed drainage pipes, rotting or decay on home ban board, footer depths more than 30 inches due to soil bearing, relocation of underground utilities. Should rock or other hard or similar material be encountered in the footing or any excavation, which requires the use of a breaker to remove the hard material, the extra cost will be billed as a change order and due as specified. Unfortunately we have no way to know ahead of time if we will hit dig challenges. Please set aside a contingency budget for this in the event this occurs. Extra labor costs are typically billed at the rate of \$75.00 per man per hour.
- In the event unexpected equipment rental is needed and is not outlined on the signed proposal, the customer is responsible for additional costs of equipment rental and operating time.

### **Job Site Conditions:**

- On larger projects All Decked Out may provide an on-site portable restroom for the use of our field workers only for the duration of the project. Upon completion of the project we will call for the next available collection date. If the restroom is vandalized or damaged in any way the homeowner is required to notify All Decked Out and be able to

provide testimony if necessary in the event we need to take legal action for damages.

- Safety is our top priority. Please keep children and pets away from the working area for safety reasons. We also ask that homeowners give our crews ample space to work or we will have to charge additional fees for delays that could cause. Our crews will stop working for your safety and theirs to answer and questions or concerns. We ask that clients stay at least 50 feet from the project location while crews are working. Customer agrees to hold All Decked Out harmless in the event of injury as a result of being within 50 feet of the project location. We know a large project can be very exciting to watch and it's your property but this is very important for the safety and efficiency of our crews.

- All Decked Out may utilize dumpsters on the driveway during the project. The dumpsters are for All Decked Out's use only. They are not to be used for trash or household items or they charge us additional and those costs would be passed on to the homeowner. They are for construction debris only. Upon completion of the project or when the dumpster is full All Decked Out will call in for the first available pick up. Customers can expect to wait several days for the dumpster company to pick up.

- On site Working hours: Our crews typically arrive around 7:30 am - 8:30 am and typically work on site until 3:30-4:30pm

Some crews may stay later or work on Saturdays. We typically do not work Sundays as a day of rest and to spend time with our families. If we elect to work weekends we do not allow our installers on site before 8:30am unless approval from homeowners. If the crew calls off due to weather, illness, or have family issues where they need to take the day off, we do ask that they put a note in BuilderTrend to notify their clients.

- Our project managers will be stopping by sometimes with and sometimes without notice to check on the project status during the working hours. Typically several times during a project depending on scope. Our project managers may not be on site everyday. If they are not on site they may still be working behind the scenes making sure your project goes well. They do monitor BuilderTrend daily but feel free to reach out to them during working hours if you have questions or concerns. If an after hours meeting is truly needed, please schedule a time with them to do so. They are home with their families after working hours but if emergency contact is needed please contact them. Please remember that it's the final destination that matters even if the journey has a few challenges. That's why we hire them to take the stress away from you!

- All Decked Out may elect to subcontract some of the services provided but All Decked Out ensures all subcontractors or companies involved carry the legal limits of insurance required by law. We recruit our contractor teams and only hire the best available.

## **Photos for marketing usage:**

During the project we will take pictures and document the entire building process. We reserve the right to use any of the images of our work for our own portfolio. This includes social media postings and/or website posting. Please let us know prior to the start of the project if you believe you have any issue with this process. We do factor this in when pricing out projects. We do not pay for much advertising, so we rely on word of mouth and social media marketing. All Decked Out owns the copyright of the work we produce. Photos shown only advertise the workmanship, project illustration scope of work. Your privacy is very important to us so we are careful to not photograph any location details nor would we release any location information to any projects. After construction we may request to stage your deck for professional photos and we would reach out to you directly to request this after construction.

## **Payments/Order Quantities:**

Customers must be available upon completion of the work and final payment is due at this time. We will post daily updates keeping you in the loop and keep you excited. If the customer can not be available when the project is done, then final payment must be made online via our secure online system called Quickbooks the day of completion or per project breakdown schedule, or must leave in a predetermined location for our project manager to pick up.

In the event, the majority of the work is completed and punch list items need to be addressed or we are delayed on available material to put the finishing touches on the project the customer may retain only up to 10% of the final payment amount. To avoid a late fee we do not allow clients that are not home upon completion to hold back 10% payment until they return home. If there are any punch list items you see when you return, we will be back out within a week or so to address right away. It's covered under our workmanship guarantee.

All Decked Out operates on a turnkey method, meaning we will provide all materials and labor and we are responsible for any shortages, overages of materials within the scope or details outlined in the proposal. We try to order materials as close to the

project start as possible but in advance of the project. Typically, we order louvered roof materials 4 weeks prior to start. If we get word from the manufacturers that they are having major delays in getting materials we may request deposits prior to the payment schedule noted on the proposal or invoice so that we can get materials ordered well in advance of what we typically do. In years past this has never been an issue but due to COVID manufacturing has seen it's hurdles in 2020 and into 2021. We may also look to have materials delivered well in advance of the project so that it does not slow down our schedule.

All proposals will have a payment schedule breakdown outlined in the proposal/Invoice to follow throughout the project. That payment schedule is subject to change if any additional work is requested and/or approved by the client at any time before or during a project. The change will be sent in the form of a change order which will which is not outlined in the proposal, will not be performed unless added as a change order per client's request and signed to approve prior to the additional work occurring. Any change order forms will be presented to the client by the project manager or project foreman during construction.

If there are additional materials leftover after the project is completed, they are the property of All Decked Out and we will call the lumber yard for pick up. Ordered material quantity is typically higher than estimated quantity. Excess material can be purchased from us at retail cost but we would need to put it in as a change order. We do not leave you extra boards and we get a credit for extra items not used. Typically, when the job is completed the project foreman will contact our lumber yard to set up for a return pick up. Please do not move these items or alter in any way while they await pickup. We take photos and send the supplier a list of what is to be returned for credit. This may take up to 3-5 days. If it takes longer than this, please contact our office at 513-886-7772. Every once and a while it does take them longer so just let us know.

We are very excited to work with you and thank you for selecting All Decked Out!

By signing this today, you are accepting and agreeing to the terms and conditions listed above. Thank you!

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Client Name

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Date Signed