**Sealcoat Terms and Conditions:**

**Important information to understand about Sealcoating:** Sealcoating, while extending the life of your asphalt, does not give you new asphalt. Sealcoating does not mask cracks, depressions, repairs, divots and other surface blemishes in your asphalt. Some lots, due to conditions beyond our control, may have brush marks and imperfections that may become visible. Sealcoating, like paint, mirrors the surface underneath. A typical process when DCI applies sealcoat is crack sealing. Cracks less than 1/8” in thickness are not included in crack sealing. Utilizing the acrylic or hot flex products does not fill the cracks nor make them invisible, only paving accomplishes this. The acrylic is less conspicuous than the hot flex and looks more esthetic than the hot product after the sealcoat is applied. The hot flex product is the best crack repair option in the industry. The hot flex application leaves a 3” stripe that is highly visible. Once cracks appear in your asphalt, they will remain for the life of your asphalt and will open regardless of your crack fill option. Any warranty work is at the discretion of the contractor and whatever method DCI chooses. Typical methods are cracks resealed and areas that did not take to be touched up. This does not guarantee a full reseal of asphalt surface. Cosmetics are not a reason for any warranty claim processing.

Driveway Concepts Inc., DCI adheres to the policies set forth under the Pennsylvania Home Improvement Act.

The official registration number of DCI PA032260 can be obtained from the Pennsylvania Office of Attorney General’s Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

**Notice of right to lien:** Pennsylvania law permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed any time after the work is commenced or the material is furnished, but not later than 120 days from the day in which the lienor last performed work or furnished materials or 120 days from the time the construction, removal, repair or improvement is terminated.

**Right to Rescission:** If after the customer signs this contract and 3 business days have passed without cancellation, the customer: attempts to cancel this contract, hires someone other than the contractor to do the work or prevents the contractor from doing the work for more than 30 days, the customer shall pay the contractor an amount equal to 50% of the total bid, hereby agreed to be paid as fixed liquidated and ascertained damages without proof of loss or damage.

**Start and completion date:** The contractor agrees to start and complete the work described in this contract under “Scope of work” within 60 days of the acceptance of this contract, unless prohibited from doing so by the buyer or unsuitable weather conditions.

**Contract provisions:** This contract shall be governed by the laws of the Commonwealth of Pennsylvania and in the event that any provision(s) of this contract is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision(s) of this contract.

**Payment Terms:** Payment is due upon completion of work.

**Acceptance of Proposal:** (We propose to furnish material and labor...complete in accordance with above specifications.) The above prices, specifications and conditions are satisfactory and are hereby accepted. DCI is authorized to do the work as specified. All estimates over $500 must be returned with signature before any work is performed. All invoices over 30 days will be subject to interest and finance charges of 1.5% per month. This proposal may be withdrawn if not accepted within ten days. Make checks payable to DCI, Thank you for your prompt payment. There is a 5% Credit Card Fee for all transactions.

In the event that Driveway Concepts institutes legal proceedings to collect any unpaid sums due hereunder, then it shall be entitled to receive as part of any award, judgment or degree in its favor and against the defaulting party, its reasonable costs of collection, including without limitation, reasonable attorney’s fees and court costs.