

Standard Terms & Conditions

Expert Concrete Care LLC
Version 2026.11.10

NOTICE: These Terms & Conditions apply to services provided by Expert Concrete Care LLC ("Contractor") to the person or entity purchasing services ("Customer"). By signing a proposal, estimate, work order, or electronic agreement referencing these terms, or authorizing work after receiving these terms, Customer agrees that they form part of the Agreement.

1. Deposit

A deposit may be required for projects exceeding $2,000, projects scheduled more than three (3) months in advance, special-order materials, pool installations, or at Contractor's discretion. Required deposits will be identified in the proposal or otherwise disclosed before acceptance.

2. Conditions

Customer shall provide reasonable access to the project site, including water and electrical service if required.

Unforeseen conditions including rock, groundwater, buried utilities, hidden defects, unsuitable soils, customer-requested changes, or conditions not reasonably visible at the time of quoting may require additional work and cost. Contractor will notify Customer and obtain authorization before performing additional chargeable work, except for reasonable emergency measures necessary to protect people or property.

3. Limited Warranty

Contractor warrants workmanship for one (1) year from substantial completion. This warranty is limited solely to repair or replacement of defective workmanship.

Material warranties, if any, are provided solely by the manufacturer. Warranty obligations apply only after payment in full and after Contractor has been provided reasonable notice and opportunity to inspect and repair, subject to applicable law.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This one-year workmanship warranty does not apply to temporary snow removal or ice management results. Those services are governed by Section 17.

4. Concrete Disclaimer



Concrete is a natural product. Variations in color, texture, finish, aggregate exposure, appearance, and shade are normal.

Hairline cracking, crazing, pop-outs, efflorescence, minor discoloration, shrinkage cracking, and natural weathering may occur and, standing alone, do not establish defective workmanship. Control joints help manage cracking but do not prevent it. No guarantee is made that concrete will remain crack-free.

The workmanship warranty does not cover damage caused by freeze-thaw cycles, deicing salts, chemicals, improper drainage, standing water, settlement, soil movement, misuse, abuse, lack of maintenance, or acts of God, except to the extent the damage results from Contractor's defective workmanship.

5. Pool Installation & Excavation

Excavation and construction activities may uncover rock, groundwater, buried debris, undocumented utilities, unsuitable soils, or other unforeseen conditions requiring additional work and cost.

Pool dimensions, depths, elevations, and capacities are approximate and subject to construction and manufacturer tolerances. Customer is responsible for maintaining proper water levels and water chemistry following installation.

6. Existing Improvements

Existing concrete, pool decks, patios, driveways, sidewalks, retaining walls, landscaping, irrigation systems, underground utilities, structures, and other improvements may be affected by excavation, soil disturbance, compaction, vibration, groundwater, or existing site conditions.

Repair or replacement of existing improvements is excluded unless specifically included in writing. Contractor is not responsible for pre-existing defects or deterioration, or damage caused by conditions beyond Contractor's reasonable control. This exclusion does not excuse damage caused by Contractor's negligence.

7. Payment & Collection

Payment is due within seven (7) days for residential customers and fifteen (15) days for contractors unless otherwise agreed in writing.

To the extent permitted by law, past due balances may accrue interest at 1.5% per month, compounded monthly, or the maximum lawful rate, whichever is less.

Customer agrees to pay reasonable costs of collection, including attorney fees, collection agency fees, witness fees, court costs, and related expenses, to the extent recoverable under applicable law. Payments shall be applied first to lawful collection costs, then interest, then principal, unless applicable law requires otherwise.

8. Cancellation

Customer may cancel within five (5) calendar days of signing. Any additional or different cancellation rights required by applicable law remain in effect.

After the applicable cancellation period, Customer agrees to a cancellation charge equal to twenty-five percent (25%) of the contract amount, plus material, engineering, permitting, design, scheduling, and administrative costs incurred, to the extent enforceable under applicable law and without duplicate recovery for the same loss.

Deposits required for projects beginning within five (5) days are non-refundable only to the extent permitted by applicable law. Nothing in this section eliminates a legally required cancellation right or refund.

Any specific cancellation provisions in an accepted seasonal service agreement control over this section.

9. Schedule

All start dates and completion dates are estimates unless specifically guaranteed in writing.

Weather, labor availability, permitting, inspections, material shortages, site conditions, and other circumstances beyond Contractor's reasonable control may affect scheduling. Delays caused by these circumstances shall not constitute breach of contract, provided Contractor exercises reasonable care and makes reasonable efforts to communicate material delays.

10. Epoxy Disclaimer

Concrete coatings may be affected by moisture vapor transmission, slab movement, settlement, cracking, expansion, contraction, or substrate conditions beyond Contractor's control.

No warranty is provided against coating failures caused by such conditions, except to the extent the failure results from Contractor's defective workmanship.

11. Color Disclaimer

Exact color matching is not guaranteed. Variations may occur due to materials, aggregates, weather, curing conditions, application methods, lighting, and existing substrate conditions.

12. Sealing, Cleaning & Pressure Washing Disclaimer

Cleaning, pressure washing, grinding, and surface preparation may reveal pre-existing defects including scaling, spalling, pop-outs, weak surface paste, freeze-thaw damage, salt damage, improper finishing, excessive water addition, inadequate curing, hidden deterioration, or other latent defects.

Contractor utilizes industry-standard cleaning methods and equipment not exceeding 4,000 PSI, with methods and pressure selected as appropriate for the surface. Cleaning and preparation may expose existing deterioration without causing the underlying defect.

Contractor is not responsible for deterioration, aggregate exposure, scaling, spalling, pitting, flaking, discoloration, or other damage attributable to defective, aged, improperly installed, improperly cured, under-strength, or previously damaged concrete. This exclusion does not excuse damage caused by Contractor's negligent methods or workmanship.

13. Chemical Use Disclaimer

Certain services require chemicals that may affect plants, landscaping, pets, or surrounding surfaces. Customer shall identify sensitive areas and known material restrictions before work begins and follow provided access, ventilation, curing, and safety instructions.

Contractor will exercise reasonable care in selecting and applying chemicals. Disclosure of chemical risks does not release Contractor from responsibility for negligent application.

Safety Data Sheets are available upon request.

14. Fuel Surcharge

Unless otherwise agreed in writing, pricing is based on diesel fuel costing $4.00 per gallon or less. When diesel fuel exceeds $4.00 per gallon, Contractor may apply a fuel surcharge to services performed during the applicable period, including services under fixed-price or seasonal agreements.

The applicable fuel-price source, measurement period, and surcharge rate or calculation method will be disclosed in the proposal or otherwise agreed with Customer in writing before the surcharge is applied.

Fuel surcharges will be separately identified on invoices and will not apply when the applicable diesel fuel price is $4.00 per gallon or less.

15. Electronic Acceptance

Electronic signatures, emailed approvals, online proposal acceptance, text message approvals, and acceptance through electronic contracting platforms shall have the same force and effect as an original handwritten signature to the extent permitted by law.

These Terms & Conditions may be provided electronically, by hyperlink, or by reference to Contractor's website and incorporated into a proposal, estimate, work order, or agreement when provided or made available before Customer accepts.

Later website revisions do not automatically change an existing agreement.

16. Limitation of Liability

To the fullest extent permitted by law, Contractor's total liability for claims arising solely from breach of contract or warranty shall not exceed the amount paid under the applicable contract.

To the fullest extent permitted by law, Contractor shall not be liable for indirect, consequential, incidental, special, loss-of-use, diminution-in-value, or lost-profit damages arising solely from breach of contract or warranty.

These limitations do not release or limit liability for negligence causing bodily injury or property damage, reckless or intentional misconduct, or any liability that cannot lawfully be limited. They do not waive the independent rights of persons who are not parties to the Agreement.

17. Snow Removal & Ice Management

17.1 Application and Scope

Snow removal and ice management services are limited to the locations, areas, tasks, service dates, and frequency expressly identified in the accepted written proposal or service agreement.

Sidewalks, steps, entrances, loading docks, areas between parked vehicles, roof snow removal, snow hauling, and ice management are excluded unless expressly included.

This section controls over conflicting general terms concerning snow removal and ice management. A specific provision in the accepted written proposal controls over this section.

17.2 Service Triggers

The written proposal shall identify the snowfall accumulation required to initiate service and whether service is automatic or performed only upon request.

Contractor does not undertake automatic service below the agreed accumulation threshold unless separately agreed in writing. Snowfall measurements may vary across a property due to wind, drifting, and surrounding conditions.

For service provided upon request, a request does not establish a service appointment until Contractor acknowledges and accepts it.

17.3 Timing and Storm Conditions

Service timing depends on storm duration, accumulation, route conditions, traffic, access, and available personnel and equipment. Arrival and completion times are estimates unless expressly guaranteed in writing.

Contractor may perform intermediate passes during prolonged storms, with additional visits billed under the applicable pricing.

Snow may continue to accumulate after service. Completion of a visit does not mean the property will remain clear. Contractor will exercise reasonable care in scheduling and performing the agreed services.

17.4 No Guarantee of Bare or Ice-Free Surfaces

Snow removal and ice management reduce winter hazards but do not eliminate them. Plowing, shoveling, and treatment may leave residual snow, packed snow, slippery areas, or ice.

Contractor does not guarantee bare pavement, continuous traction, or prevention of slips, falls, or vehicle accidents. Snow and ice may recur due to precipitation, drifting, traffic, melting, drainage, and refreezing.

17.5 Salting and Ice Management

Plowing does not include salting, sanding, pretreatment, or other ice management unless expressly included in the written proposal.

Unless expressly included, freezing rain, frost, black ice, and refreezing without qualifying snowfall do not automatically trigger service.

Deicing materials require time to work, and their effectiveness varies with temperature, precipitation, surface conditions, and traffic. Additional applications may be necessary and will be billed under the applicable pricing.

17.6 Property Monitoring and Customer Responsibilities

Unless continuous monitoring or scheduled inspections are expressly included in writing, Contractor does not provide continuous property surveillance or inspections between service visits.

Customer remains responsible for inspecting the property between visits, promptly reporting hazardous conditions, requesting additional service, and arranging reasonable interim precautions, including warnings, restricted access, or alternative treatment when necessary.

Customer remains responsible for property-owner obligations imposed by law. These responsibilities do not relieve Contractor of its obligation to exercise reasonable care in performing its services.

17.7 Declined or Restricted Services

Customer instructions declining or restricting salting, treatment, service frequency, or service areas must be documented in writing.

Customer is responsible for arranging any necessary alternative protection for those conditions or areas. Contractor may decline instructions that would require unlawful or unsafe work.

A restriction does not excuse negligent performance of the services Contractor undertakes.

17.8 Access and Obstructions

Customer shall provide reasonable access and remove vehicles, trailers, equipment, cords, debris, and other obstructions from service areas.

Contractor may leave obstructed or inaccessible areas unserviced. Return visits after obstructions are removed are additional work unless included in the proposal.

Contractor may suspend work in an area where conditions present an unreasonable risk to people, equipment, or property and will make reasonable efforts to notify Customer.

17.9 Marking and Disclosure of Site Conditions

Before snowfall, Customer shall identify service boundaries, approved snow storage areas, and concealed or vulnerable features, including curbs, wheel stops, speed bumps, drains, utility covers, landscape borders, irrigation components, uneven pavement, and low-clearance structures.

Customer shall maintain visible markers and promptly disclose changes in site conditions.

Customer is responsible for the consequences of inaccurate or omitted site information to the extent those consequences result from Customer’s failure to provide it. Contractor remains responsible for exercising reasonable care.

17.10 Snow Placement and Storage

Snow will be placed in the locations identified in the proposal or otherwise agreed with Customer.

Customer shall identify sufficient lawful storage space that does not obstruct required access, visibility, drainage, hydrants, or emergency exits.

Relocating accumulated piles, hauling snow off-site, loader work, and additional work caused by insufficient storage space are excluded unless expressly included. Such work requires separate authorization and additional payment.

17.11 Municipal Plows, Drifting, and Repeat Service

Snow deposited by municipal plows, other contractors, roof shedding, drifting, or other activity after a service visit is a new service condition.

Return visits to address these conditions are separately billable unless expressly included in the written proposal.

17.12 Existing Surfaces and Deicing Effects

Customer shall identify new concrete, decorative concrete, coatings, pavers, deteriorated pavement, gravel surfaces, and other areas requiring special handling before service begins.

Winter conditions, snow removal equipment, and deicing materials may affect vulnerable surfaces, vegetation, metal, and surrounding improvements.

Contractor does not warrant existing surfaces against freeze-thaw deterioration, scaling, spalling, settlement, or pre-existing defects. Contractor remains responsible for damage to the extent caused by its negligent acts or omissions.

17.13 Spring Repairs and Restoration

Spring cleanup, lawn repair, reseeding, sod replacement, landscape restoration, replacement of displaced gravel or stone, and repairs to pavement, curbs, sidewalks, or other improvements are excluded from snow removal pricing unless expressly included in the written proposal or service agreement.

Any separately authorized repair or restoration will be billed as additional work.

This exclusion defines the services included in the price and does not excuse Contractor from liability for damage caused by its negligence.

17.14 Additional Work and Pricing

Additional visits, treatments, emergency requests, snow relocation, hauling, and work outside the agreed scope will be charged at the rates stated in the proposal or separately accepted by Customer.

A seasonal price includes only the services and limits expressly described in the written agreement. Fuel surcharges are governed by Section 14.

17.15 Incident and Damage Reporting

Customer shall promptly notify Contractor of an alleged service deficiency, property damage, injury, or other incident and provide available photographs, location information, and relevant records.

Customer shall provide a reasonable opportunity to inspect the condition before nonemergency repairs or alterations. Necessary emergency measures may proceed.

Delayed notice does not automatically waive a claim, but Contractor may rely on any actual prejudice caused by the delay.

17.16 Delays Beyond Reasonable Control

Severe weather, road closures, government restrictions, material shortages, and other events beyond Contractor's reasonable control may delay service.

Contractor will make reasonable efforts to communicate material disruptions and resume service when reasonably possible. This provision does not excuse a failure to use reasonable care.

17.17 Suspension and Termination

Subject to applicable law and any specific agreement, Contractor may suspend or terminate service for nonpayment, unsafe conditions, or a material breach after written notice and a reasonable opportunity to cure when practicable. An immediate safety hazard may require immediate suspension.

The notice will identify when service will stop. Customer is responsible for arranging replacement service after that time.

Customer remains responsible for charges properly incurred before suspension or termination.

17.18 Responsibility for Claims

Each party remains responsible to the extent its negligent or wrongful acts or omissions cause injury, damage, or loss.

These terms do not release Contractor from liability for negligence, reckless conduct, or intentional misconduct and do not waive the independent rights of persons who are not parties to the Agreement.

17.19 Service Changes

Changes to scope, service triggers, treatment instructions, or pricing must be confirmed in writing, including by accepted email or text message.

18. Governing Law

The Agreement shall be governed by the laws of the State of Wisconsin.

Unless applicable law requires otherwise, venue for legal actions arising from the Agreement shall lie in a court of competent jurisdiction in Dane County, Wisconsin.



19. Acceptance and Entire Agreement

By signing a proposal, estimate, work order, electronic agreement, or authorizing work after receiving these Terms & Conditions, Customer acknowledges that they have read, understand, and agree to them.

The accepted proposal, approved written changes, these Terms & Conditions, and any expressly incorporated documents constitute the entire Agreement concerning the services.

A specific provision in the accepted proposal or a later mutually accepted written amendment controls over a conflicting provision in these Terms & Conditions.

If a provision is held unenforceable, the remaining provisions will remain effective to the extent permitted by law. Nothing in the Agreement waives rights or remedies that applicable law prohibits the parties from waiving.