

Field Dots, LLC

Terms and Conditions

Updated 8-20-24

These Terms and Conditions are a part of our Quote.

Acceptance of Quote acknowledges acceptance of these Terms and Conditions.

FIELD PREP. Prep work to a field is not included. This includes (but is not limited to) surface prep, traffic control, weedeating or removal of vegetation, cleaning, sweeping, washing, removal of rocks or debris, or repairs to surface. Proper field prep will help ensure longevity of the paint. Paint will not stick to gravel, grass, oil, rocks, or debris. If the surface is in poor condition with potholes, bumps, sawcuts, gravel, etc., we cannot guarantee perfectly straight yard lines (though we will do our best).

“AS IS PAINTING”. We paint “AS IS”, so please be sure that your field is clear of debris, dirt, rocks, cars, trailers, etc. We are not responsible for any part of the surface that does not hold paint or cannot be painted due to existing dirt, gravel, rocks, debris, or for any areas that cannot be painted due to objects on the field. Your field may require power washing, sand blasting, or other means of prep work. If you have any questions, please contact the office.

SERVICES. Field Dots, LLC will provide all standard necessary services to complete the project listed in the Quote, including labor, materials, and equipment.

CONTACT REQUIRED. A cell phone number and available representative on call is required in case of any questions or issues that may arise on the work site.

POWER WASHING. Power washing is not a method of paint removal. It may or may not remove any paint. Results vary according to type of paint used. Power washing is helpful in cleaning the field surface if needed or desired. Asphalt surfaces should not be power washed. Field Dots, LLC does not offer power washing.

TAX EXEMPTION. The customer hereby states that they are exempt from sales tax, and will provide a tax exemption letter if requested. Customer is responsible for notifying Field Dots, LLC if they are not exempt from sales tax, so that said tax may be added to

the Estimate and Invoice.

PAYMENT. A Purchase Order (or a check) is required before work can be scheduled. Payment is due on receipt of our invoice. Any work being done in stages will be billed at the end of each stage. In the event of payment from a third party (such as Band Boosters), payment will need to be remitted to Field Dots, LLC by mail or credit card before work can be scheduled. Credit card payments will be charged an additional bank processing fee.

COLLECTIONS. Payments not made within 30 days may incur a late fee of \$300.00 or 24% APR. After 60 days, any unpaid invoices will be turned over for collections. At that time, Customer will be liable for court costs, attorney fees, and other costs of collection in addition to the late fee and original invoice. Venue shall be Tarrant County, Texas.

SCOPE OF WORK. The work to be performed is specified in the Quote. Any changes to the quote need to be coordinated with the business office **BEFORE** your scheduled date and must be agreed to in writing.

We cannot change colors, measurements, or the scope of work after the paint team arrives on site.

Colors: The Field Manager will have loaded the colors that you specified, and most likely will not have other colors available for last minute changes on site.

Paint Area: The customer is responsible for knowing the measurements of their field. If you are unsure of your field measurements, please double check so that we can adjust as needed *at least* a week before your scheduled date. Otherwise, we will invoice for the original accepted quote amount.

Exceptions: If we arrive and find that cover up paint is not needed, we will not invoice for that.

UNDISCLOSED OBSTRUCTIONS. Our quote request form has a place to disclose any obstructions in the area of the field to be painted. This includes light posts, drains, etc. If we arrive to paint and find that there are obstructions that were NOT disclosed, the final invoice will include additional charges for working around these obstructions.

FIELD MARKINGS. Field markings include yard lines, numbers, arrows, ticks, and

hashes. All striping and markings will be accurately aligned to center of tower and old markings ignored. NCAA style markings and numbers are placed on the field to comply with NCAA regulations. Field Dots, LLC paints new and accurate markings to the best of our ability on the surface provided. Surfaces that are unlevel or cracked may prevent perfection.

Most bands do not have accurate striping and markings. Field Dots, LLC will not deliberately paint over an inaccurate field. This means that the OLD yard lines and markings could still be visible if they were not previously painted accurately. For this reason, when painting new, accurate yard lines and markings, the OLD yard lines and markings will be covered in black (asphalt) or gray (concrete) paint. This black or gray cover up paint WILL BE VISIBLE to some extent, depending on the accuracy of the old markings. Field Dots, LLC is unable to take responsibility for the inaccuracy of field markings done by other companies or individuals.

PARKING STALLS. If you have chosen to have Field Dots paint your parking stalls, please note the following. Fields with EXISTING parking stalls will be repainted as they currently are, without changes to their layout or position. The stalls will be painted on the band field only, unless additional areas have been included in the Estimate. No fire lanes, arrows, handicap parking, stenciling, etc is included unless those additional services have been included in the Estimate. Fields WITHOUT existing stalls will receive yellow straight parking stalls that are positioned to maximize parking efficiency in the band area. Parking stalls will be positioned parallel with yard lines and measured at standard size of 9' wide x 18' long.

ADDITIONAL MOBILIZATIONS. If we arrive at the work site and are unable to access the site, the Customer will be billed immediately and will remit payment immediately upon receipt of our invoice. A return date will depend on other commitments already scheduled, and will incur another mobilization and lodging fee. Reasons for inability to access the site and / or perform the work include (but are not limited to): -Vehicles or equipment obstructing work site or access to work site -Locked gates to work site

-Changes to scope of work after arrival

-Surface area not being dry because sprinklers are turned on

-Available lighting not being on

-Other activities taking place on the work site

-Cars or trailers or materials on work site

-Failure to provide a cell phone number or failure to answer the telephone in the event of questions

THESE FEES CAN BE AVOIDED BY HAVING THE FIELD READY AND ACCESSIBLE ON THE SCHEDULED DATE.

CUSTOM WORK. In the case of custom colors or logos, the party accepting the Quote is responsible for having any logo, custom colors, or design approved by the appropriate parties authorized to do so, such as the District. Any custom work (custom paint colors purchased, custom vector images or logo template purchased, etc.) performed by Field Dots, LLC will be invoiced regardless if used or not.

SCHEDULING. Work may need to be rescheduled due to weather or other reasons beyond our control. Customer understands that Field Dots, LLC may experience these delays and will not hold Field Dots, LLC responsible for such delays.

WEAR. Paint properly applied should last for years, but is dependent on a variety of issues that may affect the life of the paint, such as:

- Weather
- Traffic on fields also used for parking
- Prep work (power washing or whatever is needed for your field)
- Condition of the surface painted (see “as is” painting)
- Surface used sooner than 24 hours after painting
- Sealed concrete or **unsealed asphalt surfaces**
- Normal wear and tear
- Paint applied to surfaces prior to recommended curing duration
- Vandalism or abuse

PAINTING ON ARTIFICIAL TURF. If painting on artificial turf, Customer acknowledges that this may void any warranties on the turf. Customer accepts this responsibility. We cannot warrant the longevity of turf paint.

INDEMNITY AND HOLD HARMLESS. Customer agrees to defend, indemnify, and hold harmless Field Dots, LLC and its employees, contractors, sub-contractors, owners, heirs, agents, executors, successors, and assigns for any liability, claims, damages, injuries, or other claims or losses of any kind arising out of or in any way connected to the performance of the work outlined in the Quote *due to acts or omissions by the Customer, Customer's employees, agents, and/or representatives*, as allowed in the State of Texas, or the State in which we are performing the work.

PHOTOS AND VIDEOS. We do not allow photography or videos of work in progress. Doing so will require that we stop working, leave the project, and invoice for payment in full.

ESTIMATES. If a P.O. is not received within 30 days, the estimate may need to be recalculated.