

CONTRACT

This agreement is between Hotel Granbury, 342 Main Street, Granbury, TX 74806 hereafter referred to as Owner, and Concrete Design & Repair, 2403 Westport CIR, Marietta, GA 30064, hereafter referred to as Contractor.

The work to be done by Contractor is described briefly as follows:
 (Detailed estimate / quote is attached with this contract)

Areas Estimated for this Project (Summary): 1 - 3 (3)		
Area Type / Product Used	Area	Price
Driveway 1 Hallmark System	1,514 Sqft.	\$10,779.08
Garage Floor Reflective Floor	1,465 Sqft.	\$17,484.78
Pool 1 Designer's Choice	2,400 Sqft.	\$10,416.00
Freight Charges:		\$0.00
Grand Total:		\$38,679.86

Owner shall pay Contractor the sum of **\$38,679.86**, as per the following payment terms:
 50% is due upon acceptance of this contract. The balance is due Upon completion of this project.

Work will commence approximately 14 days after acceptance and will be substantially completed approximately 3 working days thereafter, subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, or unforeseen contingencies.

...Terms & Conditions are continued on Page 2

Owner: _____ Date: _____

Contractor: _____ Date: _____

AGREED CONDITIONS

1. The work of improvement is to be constructed and completed in compliance with all laws, ordinances, rules and regulations of competent public authority.
2. Owner acknowledges that this agreement supersedes all written or oral agreements, if any, between the parties, and that this agreement constitutes the entire and only agreement pertaining to the work to be performed hereunder.
4. If any provision of this contract is held invalid, such invalidity shall not affect other provisions of the contract which can be given effect, and to this an the provisions of this contract are severable.
5. Contractor shall not perform his work under unfavorable weather conditions that in his opinion may adversely affect such work, except upon express instructions from Owner, at which time Owner assumes responsibility for such adverse effects.
6. Owner agrees to maintain at his expense during construction of the project property damage insurance on the work at the site to its full insurable value, including interests of Owner and Contractor, against fire, vandalism, and other perils ordinarily included in extended coverage.
7. Contractor disclaims any and all IMPLIED WARRANTIES, including but not limited to, any WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Contractor disclaims liability and will not be responsible for any CONSEQUENTIAL or SPECIAL DAMAGES resulting from or related to his work of improvement described herein.
8. Owner shall protect Contractor's work and be responsible under all circumstances for its good condition until final acceptance or the project.
9. Contractor shall not be liable for any pop-outs, discoloration, marbling or cracking.
10. Contractor shall not be liable for any damages to the project, or for delays on the project, resulting from rain, flood, earthquake, swelling of the ground, or other acts of the elements, or from strikes, fires, act of other contractors or persons, governmental controls, or acts of God, non-issuance of permits, hidden obstructions such as electrical, plumbing, etc., or from any other causes beyond contractor's control. Contractor does not assume any liability for any work performed by other. Additionally, Contractor will not be responsible for pop-outs, discoloration, marbling or cracking.
11. Title to materials supplied by Contractor will remain in Contractor and not pass to the Owner until the entire price called for herein, and in any subsequent work contract, has been paid in full to Contractor. Such materials will not be deemed to become a part of the real property regardless of the completeness of their affixation until such time of entire payment. Contractor may remove any amount or portion of such materials equivalent in value to any payment then in default.
12. Any arbitration or litigation arising from the terms and conditions of this agreement must be brought within one calendar year from the completion of the work described herein, or the Limitation of Actions will be deemed to have expired for this contract.
13. Any controversy which the parties do not promptly adjust and determine, shall be submitted to and determined by arbitration in the city last above named under the Construction Industry Arbitration Rules of the American Arbitration Association, and the parties agree to be bound by the award in such arbitration. If any party refuses or neglects to appear at or to participate in arbitration proceedings, the arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented by the participating party or parties.
14. In the event of any arbitration or litigation between the parties concerning this work or any modification or event related to it, that the prevailing party in such dispute shall be awarded all costs and reasonable attorneys fees.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSES AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

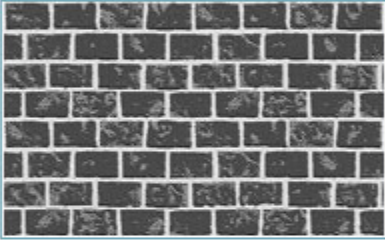
TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE TO: LUIS MONTANEZ, 2403 WESTPORT CIR, MARIETTA, GA 30127, NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

Date _____

Owner's Signature _____

Driveway 1: 1514 Sqft.

Hallmark System			
Name - Coverage	Actual	Quantity	
Base Price (\$5.35 /Sqft.):			\$8,099.90
Patterns / Extras:			
Cobblestone (\$1.00 /Sqft.)	Colors: <i>-none-</i>	1,514 Sqft.	\$1,514.00
			
Preparation Phase	116 Lin Ft.		\$348.00
Crack Repair (\$3.00 /Lin Ft.)	(Tax Free)		
	Extras Total:		\$1,862.00
	Sales Tax (8.50%):		\$817.18
	Total:		\$10,779.08

Garage Floor: 1465 Sqft.

Reflective Floor			
Name - Coverage	Actual	Quantity	
Base Price (\$11.00 /Sqft.):			\$16,115.00
Patterns / Extras:			
<i>-None Found-</i>		Extras Total:	\$0.00
		Sales Tax (8.50%):	\$1,369.78
		Total:	\$17,484.78

Pool 1: 2400 Sqft.

Designer's Choice			
Name - Coverage	Actual	Quantity	
Base Price (\$4.00 /Sqft.):			\$9,600.00
Patterns / Extras:			
<i>-None Found-</i>		Extras Total:	\$0.00
		Sales Tax (8.50%):	\$816.00
		Total:	\$10,416.00