

Manufacturers  
& Appliers of  
BLAK-BEAUTY  
Sealer



# YEAGER ASPHALT

Driveway and Parking Lot Experts

Toll Free..... 1-866-YEAGER1  
(932-4371)

**StreetPrint**  
PAVEMENT TEXTURING

Toll Free.... 1-800-DRIVEWAY • Fax... 1-866-YEAGER2  
(374-8392) (932-4372)

PROPOSAL SUBMITTED TO	PHONE	DATE
STREET	CITY, STATE AND ZIP CODE	
JOB LOCATION		

**Check us out at [www.yeagerasphalt.com](http://www.yeagerasphalt.com)**

Yeager Asphalt, Inc. ("Yeager" or "we" or "us") hereby submits specifications and estimates to the above-named customer (the "Customer") for the following sealer work (the "Work"):

- OPTION 1 - SuperMax® Industrial Sealcoating** ..... \$ \_\_\_\_\_  
Surface Preparation: Cleaning of lot by mechanical broom and forced air sweeping. Removal of debris. Application of oil spot primer to remaining oil spots. Sealcoating of parking area with Blak-Beauty SuperMax® premium polymer-sealer manufactured in our own plant for maximum thickness. Application Rate of .2 gallons per square yard based on concentrate gallons applied in 2 coats to entire surface, with additional 3rd coat in entry and exit areas. Polymer modification ratio 10% minimum. Additional Aggregate: 8 lbs per gallon grade 60 washed industrial silica sand. Includes 2 year performance guarantee.
  - OPTION 2 - MediumMax® Commercial Sealcoating** ..... \$ \_\_\_\_\_  
Surface Preparation: Cleaning of lot by mechanical broom and forced air sweeping. Removal of debris. Application of oil spot primer to remaining oil spots. Sealcoating of asphalt surface with latex/polymer reinforced Blak-Beauty MediumMax® sealer manufactured in our own plant for maximum thickness. Application Rate of .2 gallons per square yard based on concentrate gallons applied in 2 coats. Additional Aggregate: 4-6 lbs per gallon industrial silica grade 60. Polymer modification ratio 5-7.5% minimum.
  - OPTION 3 - Lite-Commercial Sealcoating** ..... \$ \_\_\_\_\_  
Surface Preparation: Cleaning of lot by mechanical broom and forced air sweeping. Removal of debris. Application of oil spot primer to remaining oil spots. Sealcoating of asphalt surface with latex/polymer reinforced Blak-Beauty MediumMax® sealer manufactured in our own plant for maximum thickness. Application Rate of .2 gallons per square yard based on concentrate gallons applied in 1 coat. Additional Aggregate: 4 lbs per gallon industrial silica grade 60. Polymer modification ratio 5% minimum.
  - RESIDENTIAL SEALCOATING** ..... \$ \_\_\_\_\_  
Surface Preparation: Cleaning of driveway with mechanical broom and forced air sweeping. Removal of debris. Sealcoating of asphalt surface with professional-standard quality Blak-Beauty sealer with 4 lbs of Silica Sand manufactured in our own plant for maximum thickness.
  - CRACK FILLING** ..... \$ 6,500.00  
Clean out major cracks 1/4" wide or larger with high pressure and mechanical wire brush if needed. Fill with Federal-Specified hot Flex-A-Fill crack filler that will expand and contract with temperature change. Spider cracking and alligator cracking not included. Some settling will occur.
  - STRIPING** ..... \$ \_\_\_\_\_  
Stripe lot to owner's specifications with Federal-Specified traffic paint.
  - SPECIAL NOTES** .....  
- Price reflects all spray discounts
- \*Sealer should only be applied every 2-3 years after first application.\***

We Propose to furnish materials and labor to complete the Work in exchange for payment from Customer of: \$ 6,500.00

All Yeager employees are covered by Worker's Compensation. Yeager Asphalt carries all necessary licenses and insurances.

Payment to be made as follows: 50% Down, Balance upon completion. All checks to be made payable to Yeager Asphalt, Inc. Customer acknowledges that Yeager will incur costs associated with rebilling and collecting payment of past due accounts. Accordingly, in order to compensate Yeager for the cost of inconvenience of rebilling and collection, all invoices not paid within 15 days of completion are subject to a late payment charge of \$50 per month.

Authorized Signature [Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Cancellation Charges (Liquidated Damages):**

Customer may cancel this contract by providing written notice to Yeager at any time prior to midnight of the third business day after the date of acceptance set forth below. However, Customer acknowledges that after Customer accepts the proposal, Yeager will incur costs related to procuring the goods and services necessary to complete the Work under this agreement. Customer understands that Yeager must schedule delivery of materials and labor several days in advance and that if Customer cancels this contract without providing timely notice to Yeager, Yeager will incur losses related to such cancellation which it cannot otherwise recover. Therefore, if Customer fails to give Yeager timely written notice of such cancellation, Yeager is entitled to liquidated damages equal to twenty-five percent (25%) of the contract price set forth above, and Customer acknowledges that such liquidated damages are intended to reimburse Yeager for the losses it suffers due to Customer's cancellation.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



# STANDARD TERMS OF CONTRACT

1. **THICKNESS OF PAVEMENT:** All descriptions of pavement thickness in proposal refer to average thickness. Variations in subgrade conditions and technical limitations may result in variations from this average.
2. **DRAINING:** Paving Industry Standards for the proper design of asphalt and/or concrete pavement require a minimum slope of 2% in all areas (two inches of fall for every 10 feet). If the existing or new grades on this project result in less than the minimum acceptable slope of 2%, the Customer should expect large water puddles on new and adjacent surfaces. Yeager is NOT responsible for existing and/or new grades resulting in minimum acceptable slope. Such problems will not be subject to correction under our warranty.
3. **EXTRA WORK:** Should the need arise for work that goes beyond the scope of Work described in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
4. Asphalt edges are weak and have a tendency to crack. Any cracking along edges not under warranty.
5. **REPRODUCTION CRACKS:** Yeager is not responsible for reproduction of cracks or expansion joints which may occur when resurfacing concrete, brick or asphalt pavements.
6. **FROZEN OR UNSTABLE SUBGRADE:** No materials will be placed on an unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of the Work under this contract.
7. The total cost of the Work includes all materials and labor complete and in place for each item listed, unless otherwise indicated, i.e., separate cost for sealcoatings, painting, etc. Performance guarantee is void when any coating is applied by those other than Yeager.
8. If approved plans, specifications, and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specifications, and dimensions are not provided, or in the event revisions to same are made, the total price shall be determined by applying unit prices to actual measured quantities.
9. Unless otherwise stated, the price herein will remain in effect for a period of ten days from the date of the proposal.
10. Work will be invoiced as performed and/or completed unless otherwise specified in the original contract. All invoices will be due 15 days net from date of invoice.
11. Yeager shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Yeager's exclusive control, including strikes, fire, flood, embargo, war, Government regulations including allocations, preferences or priorities for Government or shortages or failure of raw materials or fuel, inclement weather, low temperatures or frost.
12. Yeager will not be responsible for existing soil conditions or existing base aggregates furnished by others.
13. Base installation is for one move-in only on total project. Asphalt is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.
14. Yeager reserves the right to refuse or suspend performance or to require payment in advance in the event that the creditworthiness of Customer is, in Yeager's sole discretion, impaired or inadequate.
15. Yeager reserves the right to suspend or cancel performance of the Work and to declare due the entire amount for work performed to date in the event Customer fails to make payments due under this agreement or fails to make any other payment due Yeager.
16. **FAILURE OF CUSTOMER TO PAY:** Customer acknowledges that if Customer breaches the obligation to pay Yeager in accordance with this contract, Yeager may claim a lien on the real estate on which the Work was performed. Customer further acknowledges that should Yeager initiate any civil proceedings to collect the amounts due hereunder, Yeager shall be entitled to reimbursement by Customer for the reasonable attorney fees and costs incurred by Yeager in connection with such proceedings.
17. Customer acknowledges there are no promises, terms, conditions, or obligations imposed on Yeager other than those contained in this contract. This contract may not be modified except in writing signed by the party to be charged.
18. Failure of Yeager to enforce any of these conditions or to exercise any right shall not affect its rights nor shall any such failure act as a waiver in respect of other future occurrences.
19. Yeager is not responsible for any property damage occurred by trucks and/or equipment.
20. **ARBITRATION** All disputes by the Customer against Yeager shall be submitted to final and binding arbitration by the American Arbitration Association. A demand for any such arbitration must be filed within 180 days of the alleged breach. Damages shall be limited to the cost of this contract. Each party shall be responsible for their costs and each party shall pay an equal amount of the arbitrator's fees. All awards issued may be enforced in the Circuit Court for Saginaw County, Michigan.

Yeager warrants that the goods covered by this agreement shall be free from defects in material and workmanship under normal use and service. Any goods found to be defective within one year shall be replaced or repaired by Yeager free of all charges THIS WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The above limited warranty is voided in the event that the Customer or any other asphalt company applies sealcoating to the asphalt installed by Yeager. Further, any work performed by Yeager on the Customer's existing base is not warranted. Further, the use of the pavement for a purpose other than intended or undisclosed to Yeager, will also void this limited warranty. Yeager is not responsible for any subterranean conditions and disclaims any damage which may be caused to underground pipes, septic fields or other objects.