



CentralPermitting@Harnett.org  
(910) 893-7525 ext:1  
420 McKinney Pkwy (physical)  
PO Box 65 (mailing)  
Lillington, NC 27546

## INDIVIDUAL TRADE APPLICATION

CONSTRUCTION TYPE (circle one): Residential Non-Residential

SITE ADDRESS: 108 Grayland Drive Fuquay-Varina, NC PIN: D652-43-81662

LANDOWNER: James + Lena Ross Mailing Address: \_\_\_\_\_

City: Fuquay-Varina State: NC Zip: 27526 Phone: 984 220 2753 Email: C.ross2@yahoo.com

JOB COST (required): \$10,996.00

DESCRIPTION OF WORK: TUB to shower changeout. Same size + Same location

Mechanical: New Unit With Ductwork ☐ New Unit Without Ductwork ☐ Gas Piping ☐ Other \_\_\_\_\_

Electrical: 200 Amp ☐ Greater than 200 Amp ☐ Service Change ☐ Service Reconnect ☐ Other \_\_\_\_\_

Plumbing: Water Tap/Sewer Connection ☐ Water Heater ☐ Number of Fixtures 1 Other \_\_\_\_\_

### CONTRACTOR INFORMATION

\* Must be owner or licensed contractor. Address, company name & phone must match information on license.

Michael Sloan DBA BathFitter  
Contractor's Company Name  
182 Cleveland Crossing Dr Garner, NC 27529  
Address  
34532  
License #

910 777 4039  
Phone  
plumber247mv@outlook.com  
Email

**Mechanical change outs & generator applications require both electrical & mechanical information. If applicable:**

Contractor's Company Name

Phone

Address

Email

License #

I am the building owner or NC state licensed contractor, which legally entitles me to perform such work on the above structure. I attest that all work shall comply with the State Building Code and all other applicable State and local laws, ordinances and regulations. **By signing this application, I affirm that I have obtained permission from the above listed license holder to purchase permits on their behalf.** If doing the work as owner, I understand that I cannot rent, lease, or sell the listed property for 12 months after completion of the listed work.

[Signature]  
Signature of Owner/Contractor

7/8/25  
Date

**REF #:** 247-MBTNT6ZZ-PXS



**Customer Signature**

## TERMS & CONDITIONS

1. **Notice of Cancellation:** You, the buyer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction.

"If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be postmarked before the 3rd business day after the date of this transaction. The notice must be mailed to the address listed on the front of the contract. If you cancel by this date, the seller may not keep any of your cash down payment."
2. **Parties:** "You", "you" and "your" are all collectively defined as the customer who signs below and is listed on the EOI to which these Terms & Conditions apply. "We", "our", "us", the "Contractor" all collectively refer to "Martin Martin Renovations, Inc." which is a franchisee of BATH FITTER®.
3. **Installation Period:** Although we will make every effort to do so, we cannot guarantee that your installation will be completed in one day. If the installation takes more than one day, we are not responsible for any reimbursement, discount, or any other type of compensation to you for claims of inconvenience or any other harm.
4. **Deposit:** Because BATH FITTER® products will be custom made for you, we cannot refund your deposit after the cancellation period has expired. **The deposit is a firm and binding commitment for both parties engaging in this contract.** The deposit is not refundable if you decide to cancel the contract after the cancellation period has expired. If you cancel a previously ordered accessory, you will be charged an administration fee equal to 30% of the contracted accessory price.
5. **Limitations to Scope of Work:** We are not responsible for inspecting, servicing, or modifying your existing plumbing facilities. If, during the installation of the products, we determine that the existing plumbing is deficient or needs repair or adjustment, we will notify you as soon as reasonably practical. If plumbing repairs or modifications are needed, you will need to incur additional expenses to have the plumbing corrected before the installation may be completed. In addition, because the existing plumbing may be old, corroded, or in need of repair or replacement, we are not responsible for damage to plumbing below or behind the tub, including shut-off valves, or for any damage caused by faulty plumbing. Additionally, this EOI does not include any services or materials to be provided by us to any structural component of your home including but not limited to structural flooring members. Our scope of work only includes adding or replacing the subfloor on top of the floor joist under free-standing tubs, and/or freestanding shower bases. If during the installation of the products, we determine that structural flooring members (i.e. - sills, floor joist, etc.) are deficient or need repair or replacement, we will notify you as soon as reasonably practical. If repairs or modifications to the structural flooring members are required, you will need to incur additional expense with an appropriate contractor as we do not undertake such services and we will suspend work under the EOI until you have made the necessary repairs, at your expense.
6. **Removal and Reinstallation of Shower Doors:** Although we will make every effort to successfully remove and reinstall existing shower doors, this process is not guaranteed. In the event that the doors will no longer fit or are damaged in the removal process, we are not responsible for any reimbursement, discount, or any other type of compensation to you.
7. **Unforeseen Repairs:** If during the installation phase, we are required to perform unforeseen repairs, an additional charge of \$ 95 per hour per person will apply.
8. **Molds** occur naturally in almost all indoor environments. Mold spores enter homes through open doorways, windows and a variety of other ways. We make no warranty or representation of any kind, express or implied, regarding the presence or absence of mold, or regarding the effectiveness of any biocide designed for reducing the presence, effect, or growth of mold.
9. **Municipal Permits:** We are not responsible for any plumbing or building permit fees that may be required by county or municipal authorities.
10. **Payment Options:** We offer third-party financing for qualified buyers. If you choose to finance your purchase and your application is approved, the third-party finance contract will govern. The option of financing may only be selected at the time you place your order.
11. **Final Payment:** Final payment is due immediately upon completion of the installation. The material installed will remain our property until we receive the final payment. If payment is not timely received, all discounts previously applied will be reversed and a surcharge of 5% of the total contract price will be added to the balance owing. Interest on the unpaid balance shall be charged and accrue at a rate of 2% per month, up to a maximum of 24% per year or the maximum interest allowed by law and shall be added to the balance due. You will be charged a fee of \$50 for each returned check.
12. **Warranties:** All BATH FITTER®-manufactured acrylic products are covered by the manufacturer's lifetime warranty ("BF Manufacturer Lifetime Warranty") and some other BATH FITTER®-procured project products are covered by the manufacturer's limited warranty ("BF Manufacturer Limited Warranty"). You may also have purchased from us products we sourced from non-BATH FITTER® manufacturers or distributors. We hereby agree to transfer, subject to such warranties' terms and conditions, the benefit of such non-BATH FITTER® manufacturers/distributors warranties but only where and to the extent they are transferable. **NO OTHER WARRANTIES ON PRODUCTS YOU PURCHASED FROM US ARE PROVIDED.** Installation services, including plumbing work are warranted for five (5) years and silicone for one (1) year. The installation services warranty is transferable and applies to any subsequent owner of the Property. Buyer acknowledges that he/she has had the opportunity to review a complete copy of the BF Manufacturer Lifetime Warranty and the BF Manufacturer Limited Warranty, available at [www.bathfitter.com/warranty](http://www.bathfitter.com/warranty), prior to signing this Agreement.
13. **Caution.** Wet, soapy surfaces can be very slippery. Please be extremely careful when bathing or showering. The application of a BATH FITTER® manufactured slip-resistant coating to your tub or shower floor is available upon your request and at your cost and expense. However, the BATH FITTER® manufactured slip-resistant coating is not slip proof. You need to be extremely careful at all times when bathing or showering as wet, soapy surfaces, even covered with a BATH FITTER® manufactured slip-resistant coating, remain slippery. For best results, the BATH FITTER® manufactured slip-resistant coating should be reapplied on an as-needed basis, and in all instances at least every three years, at your cost and expense. You alone are responsible for determining how frequently the BATH FITTER® manufactured slip-resistant coating should be reapplied for optimum efficiency.
14. **All merchandise must be installed within 90 days from Sale Date.** If installation does not occur within 90 days from the Estimate Date, through no fault of ours, you shall forfeit all deposits and payments made to us, this agreement shall terminate, and we shall have no further obligations to you.
15. **Governing Law, Venue and Attorneys Fees:** This agreement shall be governed by the laws of the state where the installation occurs. Any legal action, including an original complaint or third party claim by or in the right of any party to this agreement or any action arising under or related to this agreement, including but not limited to a claim for payment under the agreement, and also including any non-contract claim, shall be brought and maintained exclusively in the County where the installation occurs, and the parties hereby waive any defense related to personal jurisdiction, process or venue. In any such action, the prevailing party shall be entitled to reimbursement for all costs, fees and expenses incurred including reasonable attorneys' fees and costs of collection, in any administrative proceeding, trial court, and all appellate courts.



16. **Entire Understanding:** This agreement represents the entire and integrated agreement between the parties, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade.
17. **Limitation of Liability:** In no event shall we be liable to you or any third-party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not we were advised of the possibility of such damage. Our total liability to you arising out of or related to any breach of this agreement shall be limited to actual and direct damages not to exceed the amount actually paid by you to us under this agreement. This limitation of liability applies to all liability arising from our activities and obligations arising under or related to this agreement, including but not limited to, duty arising in contract, warranty, statute and tort WHETHER SUCH OCCURRENCE ARISES OUT OF OUR SOLE OR CONCURRENT NEGLIGENCE OR BREACH OF ANY STANDARD OF STRICT LIABILITY. The foregoing limitations shall apply even if your remedies under this agreement fail of their essential purpose. This limitation will survive the term of this contract. This limitation is a business understanding between the parties and shall apply to all legal theories of recovery.
18. **Indemnification:** To the fullest extent permitted by law, you shall defend and indemnify us from and against all claims, damages, and expenses, including but not limited to attorney's fees, arising out of or resulting from (i) the work performed under this agreement, but only to the extent caused by your acts or omissions and anyone for whose acts you may be liable, or (ii) failure to meet, obtain or comply with any governmental, municipal or administrative entity regulations and laws, and other regulatory bodies, including permit, licensing or failure to obtain permit or licensing, local building codes, and the like, in connection with the work, so long as we provide our products and materials in accordance with the specifications for such products and materials and this Agreement.
19. **Nevada Residents Only: RESIDENTIAL CONSTRUCTION RECOVERY FUND** - Payment may be available from the Residential Recovery Fund, if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the Residential Recovery Fund and filing a claim for recovery from the Fund, you may contact the Nevada State Contractors Board at the following locations:

Nevada State Contractors Board  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
Telephone number: (702) 486-1100

Nevada State Contractors Board  
9670 Gateway Drive, Suite 100  
Reno, Nevada 89521  
(775) 688-1141

I/we understand and agree to the terms and conditions listed above and understand that this agreement is subject to management acceptance.

2025-07-08 13:13:09 EDT

2025-07-08

Customer Signature

Date