

TERMS & CONDITIONS

- 1.0 **COLOR CHANGES:** All paint colors must be chosen by the Customer before any work is done. If a color change is requested after the work begins, the Customer will be charged on a time and material basis plus a standard markup for overhead and profit. A color change may affect the contract price. Contracted services are for no cost of paint unless explicitly stated otherwise on the contract.
- 2.0 **HIDDEN CONDITIONS:** If, after beginning work, defects or other unforeseen conditions are discovered which could not reasonably have been discovered by the subcontractor or manager upon first inspection, Customer will be charged on a time and material basis plus a standard markup for overhead and profit on the additional costs incurred as a result of such conditions.
- 3.0 **PUTTING AND CAULKING:** These two operations are very time consuming and therefore costly. When these functions are checked off on the front of this agreement, the proceeds are taken by the Contractor are limited to replacement of missing material only - more extensive puttying or caulking will require special notation on the front of this agreement.
- 4.0 **POWER WASH:** Power wash will consist of high pressure wash to remove dirt and debris from paint. Additives can be included in the power wash but will require special notation on the front of this agreement.
- 5.0 **LIMITED WARRANTY:** The Contractor's work is warranted to be free of material defects as to materials used and workmanship performed for a period of one (1) year after Completion. Unless expressly excluded below and claims by Customer under the above warranty shall be defined and to Contractor in writing within sixty (60) days of discovery but in all cases not later than one (1) year after the date of Completion of the Project, whichever comes first. This warranty is not effective until Contractor has received payment in full from Customer under this agreement.
- 5.01 **Consumer Products and Personal Property Disclaimers:** Customer specifically acknowledges that Contractor does not provide any warranty whatsoever with regard to personal property and consumer products purchased by anybody other than the contractor or subcontractors. IT IS UNDERSTOOD AND AGREED THAT THE MANUFACTURERS WARRANTY SHALL BE EXCLUSIVE AS TO ALL ITEMS INSTALLED IN OR AROUND THE PROJECT WHICH ARE COVERED BY SEPARATE MANUFACTURERS' OR SUPPLIERS' WARRANTIES, WHETHER OR NOT SAID ITEMS ARE CONSUMER PRODUCTS, AND THAT THE CONTRACTOR DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS OF SUCH ITEMS OR AS TO THEIR FITNESS FOR ANY PURPOSE.
- 5.02 **Special Disclaimers:** Contractor warranty does not apply when the following conditions are present: Breakdown of any previously applied materials or workmanship (e.g., interior media is chalking), when Customer supplies own paint or closures to have the job performed with MINIMAL prep work. Extensive facts arise (e.g., roof leaks, moisture damage, subsurface failure, settling, etc.). Galvanized metal areas (e.g., flashing, rain gutters); horizontal surfaces (e.g., deck, stairs) and mildew formation is not warranted.
- 5.03 **Warranty Work:** Warranty work is limited to repainting of original affected areas. Entire walls, facades, eaves, etc. will not be re-coated unless over 80% of each area is failing. CUSTOM COLORS MAY CAUSE DIFFERENCES IN SHADING FROM AFFECTED AREA TO OTHER PARTS OF WALL, ETC.
- 5.04 **Warranty work will be performed in respect to the contractor's current schedule, but every effort will be made to perform all warranty work as soon as possible.**
- 5.05 **No other warranties. THERE ARE NO OTHER TERMS, CONDITIONS, COVENANTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED OUT OF COMMON STATUTORY LAW WITH REGARD TO QUALITY, QUANTITY, FITNESS, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT OTHER THAN THOSE CONTRACTORS WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION ON CONTRACTOR WARRANTIES.**
- 6.0 **OTHER TERMS AND CONDITIONS**
- 6.01 The Contractor shall not be held liable for any damages to the interior or exterior of the premises on which the paint is applied or damage to any contents therein. Nor shall the Contractor be held liable for damage to the premises due to any cause beyond the Contractor's control including but not limited to fire, lightning, rain, windstorm, hailstorm, infiltration of water, gas, or other equipment structural fault or settlement, cracking or other failure of the roof, deck, walls or foundation of the building.
- 6.02 Should it become necessary for the Contractor to move and/or install any antennas, cabling or heating appliances or other equipment, Customer understands that Contractor does not assume any responsibility for the performance of said equipment, whether or not such performance problems are the result of the negligence or omission of the Contractor or its employees, whether or not any additional charge is made.
- 6.03 Contractor does not assume in this Proposal any responsibility for correction of existing code violations or the repair of any existing defects.
- 6.04 **Invoice, late fee and Other Charges.** Contractor will invoice Customer upon completion of the work for the balance owed for the work including all applicable taxes ("invoice"). The invoice is due in full within twenty (20) days, unless the parties agree otherwise in writing. In the event Customer fails to timely make payment in full, Customer shall pay a one-time late fee of five (5%) percent of the unpaid balance, plus interest shall accrue at the rate of eight (8%) percent per annum on all unpaid amounts until paid in full. Customer shall also pay Contractor's attorney fees and costs to enforce this Agreement and collect such amounts. Contractor reserves all rights to pursue its rights and remedies under this Agreement at law, which are cumulative, including its right to a mechanic's lien.
- 6.05 The Customer hereby releases and agrees to defend and hold Contractor, its directors, members, officers, agents and employees harmless from any liability resulting from or due to the insufficient strength of the existing structure of Customer's residence/building to bear weight, and from the results of any subsequent structural failure, except to the extent that such structural failure caused by or is substantially due to Contractor's gross negligence.
- 6.06 This agreement constitutes the entire agreement between the Parties, and supersedes all Proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.
- 6.07 Any alteration or deviation from the specifications involving extra costs or any provision of this agreement will be effective only upon the execution of a written agreement signed by both Parties and will become an extra charge over and above the Proposal estimate.
- 6.08 Contractor will not be liable to Customer for non-performance or delays due to strikes, riots, civil insurrection, severe weather conditions and other Acts of God or conditions beyond Contractor's reasonable control. Customer is to carry fire, tornado and other necessary insurance upon the above work.
- 6.09 Contractor reserves the right to withdraw this Proposal at any time, without any liability to Contractor.
- 6.10 If there are pets or animals at the property, we will do our best to ensure gates and doors are closed at all times. However, we are not liable for the actions or whereabouts of pets or animals.
- 6.11 **Notice of Cancellation.** You may cancel this transaction, without any penalty or obligation, within three business days from the date of the agreement. If you cancel any property traded in, any payment made by you under the contract is null, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security title pertaining to the trade-in will be cancelled. If you cancel, you must make available to the seller at your residence, in a reasonably good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of seller regarding return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 business days of the date of your notice of cancellation, you may retain and dispose of the good 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 the contract.