



Adam Petersen
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Wood Finishing Services Agreement

1. Scope of Work

Scope of work as listed.

2. Payment Terms

- A **30% deposit** is required to book all projects.
- A **50% deposit** is required for projects involving raw material purchases, with the potential for progress payments (project dependent).
- Final payment is due **within 5 business days of completion** and can be made by **credit card, cheque, or e-transfer**.

3. Worksite Conditions & Dust Control

- Some dust is natural despite our best efforts to mitigate with hoarding and ventilation. A small amount of dust is normal and expected.

4. Trade Damages & Additional Costs

- Trade damages requiring touch-ups will be billed at **\$125/hr for standard touch-ups** and **\$175/hr for specialty touch-ups**.
- Additional costs may apply for materials and travel expenses.



5. Warranty & Limitations

- Warranty does not cover damage from misuse, negligence, accidents, improper cleaning, excessive moisture, or unauthorized modifications.
- Surface wear and tear, including scratches, dents, or fading due to exposure to sunlight, are not covered under warranty.
- Wood movement (expansion, contraction, or shifting due to humidity changes) is not covered.
- Warranty is void if the client does not follow recommended care and maintenance guidelines.
- Warranty covers **the coatings portion only** and does not include additional product if required.
- Any millwork within the scope of the project holds a **1-year craftsmanship warranty**. This only covers new materials.
- Retrofit projects may not be covered under this warranty.
- Touch-ups are only valid if the issue is visible under **normal use**, not under specific lighting conditions or close inspection using spot lights.

6. Stain Grade Material Disclaimer

Stain-grade materials may result in **color and wood grain variance** due to natural characteristics of the wood.

7. Cabinet Refinishing Requirements

- Cabinets must be **emptied and removed from the kitchen** before work begins.
- Interior cleaning is **not included**, and additional charges may apply for excessive cleaning needs.

8. Liability Limits

- We are not responsible for damage caused by others, environmental conditions, or improper maintenance after project completion.



9. Project Timelines

- Estimated completion timelines are subject to change due to unforeseen delays, including but not limited to material shortages, site conditions, and other trades.
- Guaranteed dates are only held with a **project retainer**.
- A **minimum of 1 week's notice** is required for project call-backs and any booking inquiries.
- All changes and inquiries are to be made by email, or phone call with an email summary. No changes or updates will be made without written approval.

10. Cancellation & Refund Policy

- Project retainers are non-refundable within 30 days of the project start date unless we are unable to perform the project.
- If the client cancels before work begins, the deposit is **non-refundable**.
- If cancellation occurs after work has started, the client is responsible for payment for work completed to date.

11. Dispute Resolution

- This Agreement shall be governed by and construed in accordance with the laws of Alberta.

12. Change Orders & Additional Work

- Any additional work requested outside the original agreement will require a written change order and may result in additional costs and extended timelines.

13. Client Responsibilities

- The client is responsible for providing clear and accessible work areas. Delays due to client unpreparedness may result in additional charges.
- A **washroom must be provided** by the client. Additional charges may apply if alternative arrangements are required, which could negatively impact the project timeline.



14. Limitations on Liability

- Under no circumstances shall Sense Five be liable for incidental, consequential, or indirect damages, including but not limited to lost profits or delays beyond our control.

15. Photography & Marketing Rights

- We reserve the right to photograph completed work for marketing and portfolio purposes unless the client requests otherwise in writing before work begins.

16. Lien Rights

- If a project is nearing completion and the client has provided cause for suspicion regarding payment, Sense Five reserves the right to place a **lien on the project after 5 business days**.
- Payment terms are **5 business days from completion**, and failure to meet these terms may result in legal action or a lien being filed.

17. Additional Terms

- The client must ensure **uninterrupted access to the worksite**. Delays due to restricted access, interference from other trades, or project hold-ups may result in additional charges.
- Sense Five is **not responsible for storing materials or completed items** unless explicitly agreed upon. Additional storage fees may apply if materials or completed work need to be held beyond the agreed project schedule.
- The client must ensure that the **worksite meets basic safety and environmental conditions**. Work may be delayed or rescheduled if hazardous conditions are present.
- **Force Majeure:** Sense Five shall not be liable for delays or inability to complete work due to circumstances beyond our control, including but not limited to natural disasters, supply chain disruptions, labor strikes, or government restrictions.
- **Late Payment Fees:** Payments not received within the 5-business-day window will be subject to a **2% per day late fee** until paid in full.
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17. Agreement & Acceptance

By signing this agreement, the client acknowledges that they have read, understood, and agreed to all terms stated in this service agreement. Digital signatures collected through our proposal software are legally binding.

All Quotes Are Valid For 30 Days

Adam Petersen

Sense Five Inc.

Owner / Coatings Specialist

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