

OH License #4970707

190 Hedgecliff Drive
Aurora OH, 44202

1) PAINT COLOR SELECTION:

Colors and paint must be chosen 48 hours prior to project start date. An additional cost will be charged for color changes made after work begins.

NOTE: In certain cases, accent colors can be less opaque and may require more than one coat to achieve a satisfactory appearance and coverage. Using these colors may result in additional costs. Customer will be notified, and an Additional Work Order (AWO) will be provided to the customer.

2) WORK STANDARD:

All work will be completed in a professional manner according to standard practices. Painters will remain on the job until project completion. The work site is to be cleaned daily and upon project completion. All agreements are contingent upon the absence of accidents or any delays beyond our control such as inclement weather and or other catastrophic damages prohibiting completion in a timely manner.

The painting contractor will produce a "properly painted surface."

According to the PDCA Standards, "A 'properly painted surface' is defined as uniform in appearance, color, texture, hiding and sheen. It is also free of foreign material, lumps, skins, runs, sags, holidays, misses, or insufficient coverage. It is also a surface free of drips, spatters, spills or overspray caused by the painting and decorating contractor's workforce."

"In order to determine whether a surface has been 'properly painted' it shall be examined without magnification at a distance of thirty-nine (39) inches or one (1) meter, or more, under finished lighting conditions and from a normal viewing position."

3) CUSTOMER RESPONSIBILITY:

For your own safety, no one is permitted in contracted work areas other than employees of Fox Interior Painting. Children and pets should be kept away from work areas and from Fox Interior Painting supplies and equipment.

The worksite must be made available exclusively to Fox Interior Painting employees, free from other tradespeople, installers, cleaners, etc. If our working space is interfered with, Fox Interior Painting may leave the job and additional charges may be incurred.

Home alarms and other automations must be turned off while work is in progress.

Ensure arrangements are made for you pets so as to not interfere with the worksite.

Remove any valuable, fragile, or previously broken items from the job site. Employees of Fox Interior Painting will not be responsible for moving grandfather clocks, flat screen TV's, valuable or fragile art, or previously broken or fragile furnishings.

Any customer responsibilities not completed may result in additional labor and material costs and require an Additional Work Order (AWO).

The customer must be available to meet with the Fox Interior Painting project manager upon completion of the project.

4) UNFORESEEN CONDITIONS:

Because of unforeseen conditions, additional repairs/costs may become necessary. The customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order (AWO) for said repairs. Examples of unforeseen conditions are: dry rot, moisture damage, high/elevated substrate moisture content, excessive UV damage, dead wood fibers, etc. Should the customer decide to opt out of performing contractor recommended repairs, all areas called out to be repaired are to be excluded from the 5 (5) year limited warranty. For more warranty information, see Section 8, "Limited Warranties" below.

5) COST:

We propose to furnish material and labor – complete and in accordance with the proposal specifications, for the sum of all as stated in the proposal. If only partial tasks are completed from the full job description, additional pricing may be required.

The quoted price is valid for 90 days, unless otherwise noted.

6) CHANGE ORDERS AND/OR ADDITIONAL WORK ORDERS:

Change orders or additional work orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order or additional work order. The order shall describe the scope of the extra work or change, the cost to be added or subtracted from the contract.

7) INSURANCE:

Fox Interior Painting carries full general liability insurance as specified by state and federal law. Please forward any insurance-related questions to our office by calling 216-399-0457 or emailing jesse@foxinteriorpainting.com.

8) LIMITED WARRANTIES:

Interior Painting (5 Years)

Fox Interior Painting provides a limited five (5) year warranty for all Interior Painting. If any paint failure, including chipping or peeling occurs on any Interior painted or stained surface due to workmanship error for the period of five (5) years, we will provide all labor and materials to repaint the affected area. This limited warranty is contingent upon receipt of full payment, as billed, for the work that was completed.

This limited warranty excludes all painted or stained horizontal surfaces (i.e. decks, floors, steps, cap rails, horizontal window trim ledges, thresholds, etc.). This limited warranty excludes coating failure due to rot, dead wood fibers as a result of previous excessive UV exposure to bare wood areas, mold or water damage of any kind, high/elevated moisture content levels in substrate, excessive temperature changes, settlement, acts of nature, insect or pet damage, previous coating failure or abuse, previous repaired/patched sections exceeding ¼ inch deep, repeated abrasion, reoccurring or newly formed cracks in the painted surface and all surfaces painted with customer supplied material. This limited warranty excludes “nail pops” and/or “cracks” in caulked/patched areas as result of expansion and contraction in wood, plaster and drywall surfaces.

9) PAYMENT(S):

Deposit:

Upon acceptance of a proposal, a deposit in the amount equal to 20% of the total contract amount, up to \$500, shall be required.

Final Billing:

Upon project completion, the remaining balance shall be due. Your deposit amount will be deducted from your final invoice.

All Additional Work Order balances will be included on the final invoice upon project completion.

10) MARKETING:

Project Photos:

Fox Interior Painting may take before and after photos of the project to publish on our website or use for other social media marketing materials. Please notify us if you do not want photos taken of your project.

Yard Signs:

Fox Interior Painting may display a yard sign on your lawn during project. Notification should be provided if it is against regulations with your HOA or if it is something you do not want displayed.

Personal Information:

Fox Interior Painting will never disclose your personal information to include full name, address, email, phone number, or any other identification items.

11) ATTORNEY’S FEES:

Should either party bring legal action to enforce its rights under this agreement, the prevailing party will be entitled to recover its expenses (including reasonable attorneys’ fees) incurred in connection with the action and any appeal.

12) NOTIFICATION AND DISCLOSURE STATEMENTS:

GENERAL LIABILITY INSURANCE

Fox Interior Painting carries full general liability insurance as specified by state and federal law. Please forward any insurance related questions directly to our office by calling 216-399-0457.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:

Extra work and change orders or additional work orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order or additional work order. The order shall describe the scope of the extra work or change, the cost to be added or subtracted from the contract.

PERFORMANCE OF EXTRA WORK OR CHANGE ORDER NOTICE:

1) Fox Interior Painting is not required to perform additional work or changes without written approval in a "Change Order" or "Additional Work Order" before any of the new work is started.

2) Extra work or a change order/additional work order is not enforceable against a buyer unless the order also identifies all the following in writing prior to the commencement of any work covered by the new order:

- i) The scope of work encompassed by the order.
- ii) The amount to be added or subtracted from the contract
- iii) The effect the order will have on completion date.

3) Fox Interior Painting's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

13) THREE-DAY RIGHT TO CANCEL:

You, the buyer, have the right to cancel this transaction, without any penalty or obligation, within three business days from the above date. Cancellation must be made via phone or email by midnight on the third day after the contract has been signed.

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 ten business 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 as 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 expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty 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 the contract.

All cancelations must be done by calling our office at 216-399-0457 or email jesse@foxinteriorpainting.com by midnight, three days after the contract sign date.