

## AGREEMENT

This is an agreement between Wallflower, LLC (hereinafter “Wallflower”) and the undersigned customer (hereinafter “customer” or “I”) for the installation “peel and stick” wallpaper (hereinafter “P&S”) described in the location stated herein.

Although Wallflower will always perform any work with the highest quality standards to create the best possible result, I understand and Wallflower has disclosed the following:

1. P&S is manufactured and designed as a **TEMPORARY** wallcovering, which poses unique problems in its installation and longevity. **The final look of a P&S application will never be as good as the final look of installed traditional wallpaper.**
2. Wallflower offers **NO WARRANTY OR GUARANTEE as to (a) how long P&S will stay on the wall, (b) the final look of the product on the wall, (c) the ease of removing P&S from the wall after it is installed,** By way of example, but not limitation, this means, P&S may curl up at the edges, peel off the wall, completely fall off the wall, seams may be less than perfect, seams may pull apart, are often overlapped, often have gaps and if it is removed may damage the wall. Bubbles and buckles may appear during installation that cannot be eliminated and are an inherent problem with P&S materials.
3. The construction of the wall covered by P&S could adversely affect the installation and/or final look. By way of example, but not limitation, this means, crooked corners (which are inherent in every home), humps, low spots, and any other type of imperfections as the result of improper framing/drywall creates bubbling, loss of pattern, and other issues as described above.
4. Wallflower **does not assume any responsibility for any paint/primer layer on the wall that may be pulled off during installation and/or removal.**

I have carefully read, understand, and agree to the terms and conditions that are included on both pages of this agreement.

Name: \_\_\_\_\_

Location of Install: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

# AGREEMENT

## ADDITIONAL TERMS AND CONDITIONS

1. I understand and agree that after Wallflower installs the P&S in accordance with this agreement, I hereby agree to hold harmless and waive any claim against Wallflower, its owners, employees, installers, or agents, from any and all damages, in law or equity, resulting from the installation and/or removal of P&S.
2. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service and supplies superseding all previous proposals, oral and/or written.
3. **CHOICE OF LAW**: This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement or the parties' relationship, shall be governed by the laws of the State of North Carolina, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction.
4. **MANDATORY FORUM SELECTION CLAUSE**: Any and all disputes, legal actions, lawsuits, and/or claims, whether in contract, tort or otherwise, related to or arising from, this Agreement or the parties' relationship, and/or transactions contemplated herein, must be litigated, filed, adjudicated, resolved, only, exclusively, and solely in the State Court of Union County, North Carolina.

\_\_\_\_\_  
Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_