

OBJECTIVES Our objective is to satisfy you. To do this, the job must be carefully defined from the start so that you (the customer/owner) and our company (Independent Paint Contractor, "IPC") both know what is being done. Let's ensure that there is agreement on what is, and is not being done. If you are in doubt about anything, let's write it down on the front of this contract. Thank you for the opportunity to work for you.

LIMITED WARRANTY

Paint Contractor Promises: We stand behind our work and materials on the terms defined below:

- We warrant the paint we place on your home will not peel or blister for a period of two years.
- We promise that peeling and blistering paint that results from poor work on our part, will be repaired at no cost to you for one year from the completion date for labor and for two years from the completion date for paint. Any labor costs during the second year shall be charged at the then prevailing labor rates.
- We promise to perform any warranty work promptly during the period June through September of the summer after you report the paint problems.

The Customer Promises To:

- Complete the Painters Warranty Registration and Evaluation from within 3 days of job completion
- Contact us by June 1st to have repairs done during that summer
- Provide an original of the contract as proof of areas covered and provide the proposal number (on front) when requesting repairs.

THE CONTRACTOR, ITS AGENTS AND OWNERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS CONTAINED IN THIS SECTION. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED. WARRANTY REQUESTS RECEIVED AFTER JUNE 1 OF THE CURRENT YEAR WILL BE PERFORMED THE FOLLOWING YEAR. WARRANTY WORK IS PERFORMED DURING CONTRACTOR'S REGULAR OPERATING SEASON (JUNE-SEPTEMBER).

PREPARATION

WASHING: The first preparation step on each home is to scrub all protected and soiled areas thoroughly with a special cleaning solution. Washing will streak windows: do not wash windows before paint job.

Power washing may cause unexpected damage to siding, shingles, etc. as a result, you understand and agree that if such work is undertaken we shall bear no liability for such damage.

TARPING: Drop cloths will be used over furniture, floors, carpets, gardens, grass, walks, driveways, roofs, fixtures and decks. Please keep Air Conditioning off while unit(s) is covered with tarps.

SCRAPING: Loose, flaking and peeling paint will be thoroughly scraped prior to painting. Care will be taken to scrape with the grain of the wood.

PRIMING: The Contractor will employ an appropriate priming system for each applicable surface on the home.

PUTTYING: Windows (if applicable) will be inspected and areas of failing putty will be cleaned, primed if bare wood is showing and re-puttied.

CAULKING: Caulking will be done in contractor's discretion where moisture can enter. EXAMPLES: around windows, doors, and corner moldings. Caulking is not recommended in areas of internal moisture release such as under overhangs, window sills or between overlapping clapboards.

MILDEW WASH: Existing mildew growth where evident, will be washed with a TSP (Trisodium Phosphate) solution or similar detergent in contractor's sole discretion. This process may streak windows.

OTHER SPECIFICATIONS & EXPLANATIONS

MATERIAL TYPE: The Contractor uses superior performing products for the specific surfaces and conditions of your home. Substitutions of paint type/manufacturer may be made in contractor's sole discretion.

EQUIPMENT STORAGE: The Contractor will maintain a reasonably neat, orderly and safe working environment. At the conclusion of each working day the materials and equipment will be stacked, secured and stored at the job site.

TOTAL COAT PEELING: Peeling to the bare wood is usually caused by moisture pushing out from behind the top coat(s). Moisture related peeling is not necessarily related to poor work or product failure. If the source of moisture cannot be identified and/or eliminated, the coating failure will generally continue to occur.

INITIAL OR UNDERLYING COATING FAILURE: This peeling between layers of can paint happen at any time.

Scraping to a firm base will help but not prevent this type of failure. To remedy this condition, complete paint removal is required and is very time consuming and expensive. A maintenance painting program is generally required and more cost effective than total paint removal.

HOMEOWNER ASSISTANCE: Please be advised, unless noted in writing by the contractor or its representative, you are responsible for the following: removal of aluminum storm window glass and screen inserts; tying back curtains, drapes or other window coverings; sliding windows for 3-5 days upon completion to keep clear and free from sticking; remove personal belongings in or near the areas where we will be working; trim and/or cut back bushes, trees, shrubs, etc. where necessary to allow access to included surfaces. The contractor, its agents and owners are not liable for damages caused due to your failure or inability to provide the above specified assistance.

APPLICATION: Coatings will be applied with a roller, sprayer or brush at contractor's sole discretion to achieve the desired finish look.

EXTENSIVE PEELING: Loose, peeling and/or flaking paint is hand scraped thoroughly as a normal part of our preparation. On severely peeling surfaces with several coats of previous paint film, and uneven, "cratered" look will be evident. Two flat finish topcoats will aid in the visual appearance.

PREVIOUS DRIPS: In many instances, drips and smears will be evident from previous paint jobs. If noticed by our representative during the original inspection and quotation, these will be pointed out. The contractor is not responsible for removing drips/smears that resulted from previous paint job(s).

COLOR SELECTION: You must select colors three days prior to the arrival of the paint team to your home. It is recommended that you try on a sample of your chosen color to determine how it looks on your home. The contractor assumes no responsibility for the final color selection; nor variations of color appearance from product samples or color charts.

TWO COAT REQUIREMENT: Any surface to be painted where the existing color is not to be used may require two finish coats. Color changes and homes where semi-transparent stain is to be applied can be quoted for two finish coats. We cannot be responsible for the visual appearance of one coat. The Contractor reserves the right to nullify, in part or entirely, this agreement if you insist on one coat application when choosing colors that do not match the existing color(s) on the surface(s) to be painted.

DECK SURFACES: Coating or horizontal surfaces do not weather well due to the damaging effects of exposure to sun, moisture and the wear of use. The only recommended products for horizontal surfaces are semi-transparent stain or floor enamels.

DISTRICT OF COLUMBIA RESIDENTS ONLY: The Right to Rescission - the homeowner can cancel this contract until midnight at the end of 72 hours; no work will be started until the end of 72 hours.

VIRGINIA RESIDENTS: The owner hereby acknowledges that he/she has been provided with and read the Department of Professional and Occupational Regulation statement of protection.

INDEMNIFICATION OF LICENSOR: The "University Painters®" tradename owned by First Financial Management Group, Inc., ("Licensor" or "FFMG") and is licensed to Independent Paint Contracting Firms for their use. As the Customer/Owner you agree not to assert any claim against the Licensor, its owners, agents, affiliates, officers, directors, predecessors, suppliers, etc. and agree to indemnify and hold harmless Licensor from and against any and all claims whatsoever including legal fees and costs. You acknowledge that your only recourse, if any, shall be against the firm with whom you are contracting (the firm identified as the IPC on the front of this form) for painting services.

Restrictions: (The Limited Warranty does not apply under these circumstances of conditions)

- Any work for which you supply the paint (or other materials) or any work on which other contractors were involved.
- Any Alkyd house paint, floors, steps, railings, fences, rotted areas, mildew or varnished areas.
- Cedar bleed, walked-on surfaces, surfaces that maintain a horizontal position or galvanized metal.
- Wooden gutters, painted or stained roofs.
- All jobs/work for which we are not paid in full.
- All interior work and work not completed in accordance with this proposal.
- Any paint failure resulting from the failure of a coating that was placed on prior to the coating done by us.
- This warranty is not transferable.
- The warranty obligations are expressly limited to our providing labor and materials (as described above) necessary to remedy any repair work covered by our Limited Warranty or 10% of the contract price paid by you, in our sole discretion.

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED. WARRANTY REQUESTS RECEIVED AFTER JUNE 1 OF THE CURRENT YEAR WILL BE PERFORMED THE FOLLOWING YEAR. WARRANTY WORK IS PERFORMED DURING CONTRACTOR'S REGULAR OPERATING SEASON (JUNE-SEPTEMBER).

TERMS AND CONDITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

- a) "Paint Proposal Form", shall mean the front side of this form that outlines the details, scope and price of work to be provided by the contractor, whose name appears on the front of this agreement in the space marked "Independent Paint Contractor" and who may be referred to as "Contractor" or "IPC" in this agreement.
b) "Painting Proposal Form" shall mean the painting or staining services and materials provided by the IPC as described on the front of this form.
- a) You agree to pay the deposit to us, as stated in the Painting Proposal Form. No work shall begin until the deposit is received. Work may cease without further obligation on the part of the contractor if a progress payment is not made upon 50% completion in the contractor's sole reasonable discretion.
b) You agree to pay the contractor the total amount owing under this Contract immediately upon completion of the Painting Services. You hereby authorize contractor to obtain a credit report of you. A late payment fee of \$25.00 per day is due to IPC in the event payment is not made immediately upon job completion. A finance charge of 1.5% per month shall apply to all unpaid amounts due. In the event a check is returned unpaid for any reason, you shall pay an additional \$25 as an administrative charge. The price of the project stated on the front of the Paint Proposal Form is based on a 5% discount for payment by cash or check. You agree that if payment is made by credit card, the price of the project shall be 5% higher than the price set forth on the Paint Proposal Form.
- a) The Contractor agrees to hold you free from our express mechanics lien for materials, labor or work only after full payment has been made for the completed Painting Services. IPC reserves the right to assign its rights under this agreement, in whole or part, to any third party (including subcontractors) in its sole discretion.
b) The Contractor agrees to commence Painting Services within the time period stated on the Paint Proposal Form, the weather, Acts of God, labor and material shortages and other conditions beyond the Contractor's reasonable control excepted.
- If you want to order changes to the Painting Services after signing this contract, such contract changes must be done by written agreement of the parties.
- In the event you feel that we have not fulfilled our obligation to you, you shall notify us in writing; postmarked within 5 days of your discovery of the alleged breach via certified mail returned receipt requested to the address listed on the Paint Proposal Form. You agree to include in such letter a detailed written list of the items that need to be corrected. You agree not to assert any suit, claim or action against the Contractor, its agents or owners for any alleged breach of contract whether under the limited warranty above or otherwise unless such notice for any alleged breach of contract whether under the limited warranty above or otherwise unless such notice is first given, and the Contractor is unable to adequately remedy the alleged breach within a reasonable period of time.
- a) Under no circumstances shall the liability of the Contractor, its agents or owners for any breach of warranty or defect in the labor, materials supplied by Contractor or otherwise, exceed the total amount of money paid by you to us.
b) THE CONTRACTOR ITS AGENTS OR OWNERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL PUNITIVE OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, CLAIM IN CONTRACT, TORT OR OTHERWISE.
- a) The deposit paid by you is non-refundable unless Contractor terminates the contract as provided in paragraph 8 below.
b) If you cancel or breach the contract the Contractor may retain the deposit as liquidated damages for the breach, representing the Contractor's expected profits and other costs incurred under this contract, and terminate its obligations under the contract. These remedies shall not be exclusive.
- In the event Contractor has not commenced or is unable to commence Painting Services for you, Contractor may terminate this contract without any liability whatsoever upon refunding your deposit. In addition, should the Contractor become aware of conditions relating to the project on your home which could not have been reasonably determined no visual inspection of your home prior to signing this contract, then contractor will bring such matter to your attention as soon as practicable for purposes of modifying the terms of this contract. If we are unable to agree on such additional terms, then Contractor shall be entitled to be paid a pro rated amount of the contract price for the work performed and may terminate its obligations without any further liability.
- a) Customer agrees to pay all costs of collection, including reasonable attorneys fees and court costs and or collection agency fees, incurred by the contractor in enforcing this Agreement.
b) This document contains the entire agreement of the parties, supersedes any prior agreement between the parties, and shall not be altered or amended, except by a document in writing signed by both parties. Only the President or Owner of the independent paint contractor shall be authorized to agree to any charges from the preprinted parts of the contract or to agree to any term that is contrary to the meaning of the same.
c) Any notice required under this contract or otherwise shall be deemed give upon receipt or within five (5) days of its postmarked date with postage prepaid. Any notice to the Contractor shall be considered properly served only if it is mailed by certified mail, return receipt requested, to the Contractor's corporate office located at the address set forth on the front of this contract. Any notice to you shall be considered properly served if it is mailed by regular or certified mail or hand delivered to the address set forth on the front of this contract.
d) If any provision of this contract shall be held illegal, invalid or unenforceable, such provision shall not affect any other provision of this contract and the remainder of this contract shall continue in full force as if such provision had not been in this contract. If the scope of any provision is found to be too broad to permit enforcement of such provision to its full extent, it is the intention of the parties that such be modified to permit it be enforced to the fullest extent permitted by law.
- Customer is responsible for disposal of paint and/or paint waste including thinner or other waste products created during painting.

NOTICE OF CANCELLATION

You may cancel this transaction without any penalty or obligation within three (3) business days from the contract date. (See date on front) If you cancel, any property traded in, any payments made by you under contract, or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following the receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. Our business hours are Monday thru Saturday including all holidays for purposes of this agreement.

If you cancel, you must make available to the seller at your residence, in substantially 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 of the goods at 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 cancellation, you may retain or dispose of the goods without 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 will remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other notice, or send a telegram to the address on the front no later than midnight of the third business day after the date of this contract. (See front)

I hereby cancel this transaction Date: _____ Buyer's Name: _____

Proposal #: _____ Address: _____

Buyer's Signature: _____