

Grants Painting

4719 Angelica Dr
Indianapolis IN 46237
(317) 800-4540

DATE:
CUSTOMER NAME:
ADDRESS:

PHONE:
JOB LOCATION:

CONTRACT FOR PROFESSIONAL SERVICES

AREAS COVERED IN THIS AGREEMENT:

SCOPE OF WORK:

CONTRACTOR AGREES TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT (UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT) TO COMPLETE THE WORK DESCRIBED IN THIS AGREEMENT.

TOTAL PRICE: \$

START DATE:

JOB DURATION: Approx. men, days

PAYMENT SCHEDULE: A DEPOSIT OF 1/3 TOTAL PRICE DUE UPON SIGNING OF AGREEMENT: \$
A DRAW AGAINST REMAINING BALANCE (NOT TO EXCEED 1/3 OF TOTAL PRICE) DUE AFTER 7 WORKING DAYS: \$
REMAINING BALANCE DUE BY THE END OF BUSINESS ON THE DAY OF COMPLETION: \$

LEGAL NOTICE: UNLESS OTHERWISE AGREED TO IN WRITING PRIOR TO START UP OF WORK: PAYMENTS RECEIVED LATER THAN 48 HOURS FROM COMPLETION OR STOPPED WORK DATE TO BE CHARGED A \$50.00 LATE FEE, AND ADDED TO BALANCE DUE. ALL BALANCES DUE, AFTER THIRTY (30) DAYS TO BE LEVIED A SERVICE CHARGE OF 1.5% PER MONTH AND ADDED TO BALANCE TOTAL. PLEASE PAY PROMPTLY. WE ADHERE TO INDIANA LIEN LAW STATUTES AND PROCEDURES. THE UNDERSIGNED AGREE THAT EXCLUSIVE VENUE AND JURISDICTION OF ANY ACTION SHALL BE Marion County Indiana. THE UNDERSIGNED WILL BE RESPONSIBLE FOR THE COSTS OF COLLECTION OF ANY UNPAID BALANCE, INCLUDING A REASONABLE ATTORNEYS FEE.
DISCLAIMER NOTICE: WORK TO BE DONE AS SPECIFIED, IN A PROFESSIONAL MANNER, TO NORMALLY ACCEPTED INDUSTRY STANDARDS. NOT RESPONSIBLE FOR ACTS OF GOD, UNAVAILABLE MATERIALS, WORK STOPPAGES, RIOTS, MISCHIEF, OR THEFTS; WHICH ARE OUTSIDE OF THE CONTRACTORS CONTROL. MOLD/FUNGUS IS A NATURALLY OCCURING ORGANISM THAT I AS A CONTRACTOR HAVE NO CONTROL OVER; THE CONTRACTOR WILL NOT BE LIABLE FOR RECURRENCE/GROWTH OF ANY FORM OR TYPE OF MOLD/FUNGI.

Customer/Agent

Date

TERMS AND CONDITIONS

A) ACCESS TO THE JOB SITE:

Customer agrees and understands that access to the jobsite must be provided between 8 a.m. and 5 p.m., Monday through Friday, for the duration of this job. If at any time access is not available to the Contractor for any reason, the Customer agrees to reimburse the Contractor for expenses incurred for travel and lost time at the rate of \$55.00 per man-hour, and \$0.40 per mile per vehicle.

B) CUSTOMER RESPONSIBILITIES:

1. Customer will assume responsibility to remove from any and all work areas, all household and personal items (with the exception of large furniture such as sofas and beds), and store those items away from the work area during the duration of the job. Contractor will not be held liable for damage to any items not removed from the work area. Any and all items remaining in the work area will be moved by the Contractor, and the Customer agrees to pay the Contractor a charge of \$55.00 per man-hour for moving these items. Contractor will move large furniture at no cost to the owner (unless specified otherwise). Contractor will not be held liable for any damage caused by moving *any* items.

2. Due to insurance regulations and safety procedures, the customer, other contractors, workers, children, pets, and individuals will not enter the work area unless agreed upon by both the Contractor and the Customer. If other contractors, workers, children, pets, or individuals are to be present during the duration of the scope of work, the Customer shall not schedule or permit such activities that will interfere with or prevent the timely and successful completion of the work. If the Contractor must stop work due to interference of any nature, the Customer agrees to compensate the Contractor at the rate of \$55.00 per man-hour until work can continue as scheduled. The Contractor shall not be held liable for any damage caused to its work by anyone other than the Contractor and its employees. The Customer agrees to compensate the Contractor at the rate of \$55.00 per man-hour to correct all such damage.

C) CUSTOMER RIGHTS:

The Customer has the right to cancel this transaction within three (3) business days from the date of the transaction. If the Customer wishes to do so, they must complete a Cancellation Form which will be provided by the Contractor. Upon receipt of the Cancellation Form, the Contractor will return 100% of any deposit or property within ten (10) business days. If cancellation is made after midnight of the third (3rd) business day, the Contractor will retain 10% of the Total Price.

D) EXTRA COSTS/CHANGE ORDERS:

1. This contract may only be changed in writing. Additional work performed to be an extra charge, above the Total Price stated within the scope of this agreement. Additional work to be approved by Customer prior to commencing, by signature, on a Change Order Form.

2. If the Contractor shows up on the agreed upon date at the agreed upon time, and is unable to complete the contracted work due to circumstances beyond our control (such as inability to enter the worksite; Other contractors being late with their portion of the job; Manufacturing defects with the wallcovering we are to install; Not enough wallcovering due to a short shipment or someone else's estimate; Or any other reason not directly the fault of the Contractor, a \$175.00 minimum charge shall apply. If the job is partially completed, another appointment for completion shall also bear a minimum \$175.00 charge. This charge may be avoided by giving CONFIRMED notice at least 48 hours prior to the scheduled appointment. 'CONFIRMED' notice shall be understood to be either a live conversation with the Contractor or a return message from the Contractor if you left a message.

E) PROMOTION/ADVERTISING:

The Customer authorizes the Contractor to display a sign for the duration of the job, and to use photographs taken at the jobsite for display, promotion, and advertising, without compensation to the Customer.

F) INSPECTION OF COMPLETED WORK:

Upon substantial completion of work, the Customer agrees to conduct an inspection of the work with the Contractor. All defects and uncompleted items should be noted at this time. The inspection must occur under normal lighting conditions, without magnification, and from a normal viewing position, in accordance with the PDCA Standards.

G) MANUFACTURERS SPECIFICATIONS:

All materials will be applied and/or installed according to the manufacturer's specifications.

H) INDUSTRY STANDARDS:

All surface preparation, coating application, and/or wallcovering installation will follow industry standards as defined by the Painting and Decorating Contractors of America (PDCA). For a copy of PDCA industry standards, please contact the Contractor.

Grants Painting Service LLC comes equipped with all the necessary licenses and insurances required by the states of Missouri and Illinois to provide contracting services in the wallcovering/painting industry.

You are hiring an experienced, professional painting and wallcovering team. Elements of the job will meet or exceed normal accepted practices in the painting and wallcovering industry.

I) WARRANTY:

Contractor warrants that all materials will be of standard or above quality. Labor is warranted for a period of two (2) years. All product warranties will be extended to Customer upon payment in full for work completed. Contractor's liability under a warranty claim shall not exceed the Total Price charged for the work performed. Customer shall make warranty claims immediately upon discovering defect or performance problem. *In the event that the substrate or any prior coating fails beneath what the Contractor has installed and/or applied, the Contractor will not be held liable for the failure of the substrate or any coating. *Failure to comply with the terms, conditions, and payment schedule of this agreement will void all warranties.*

Customer has *read, understands, and agrees* with the total payment schedule and terms and conditions as shown in this agreement.

In accordance with above stated agreement, we do hereby agree to terms as outlined, and authorize contractor to commence work.

Contractor Date

Customer/ Agent Date