

**DEFINITIONS**

Definition of Customer Agreement – Customer Agreement is the description of work and information on the front of this Customer Agreement, including any additional supporting documents, which are referenced herein, together with and subject to the General Terms and Conditions herein defined (“Customer Agreement” is sometimes referred to as the “Contract”).

Definition of Owner– Owner, as referred to in this Customer Agreement, means the person or entity having the authority to contract for the work performed hereunder, and identified as the customer on the face of this Customer Agreement. If Owner is a husband and wife, each respectively represents and warrants that they each have the authority to sign this Customer Agreement, and any Change Orders, on behalf of the other.

Paint Terms – Only Paint Terms specifically stated on the front of this Customer Agreement shall be included as part of this Customer Agreement. As used in this Customer Agreement, the following Paint Terms shall have the following respective meanings:

**Sanding** - Means the smoothing of rough edges with sandpaper, which is defined as two to three passes with medium grit sandpaper in areas that are to be painted. All sanding will be performed by hand unless specifically noted on the face of this Customer Agreement. Existing paint that adheres to the existing surface will not necessarily be removed.

**Scraping** - Means the removal of loose and flaking paint from the painted surfaces with a sharp instrument.

**Stripping** - Means to completely remove all layers of paint from the surface with chemical solution.

**Fill** - Means the patching of cracks, holes, and nail pops with a material such as spackle or putty in order to seal the surfaces to be painted. Home Works Painting does not guarantee the surface will be rendered to its original state. Nail and/or screw heads will not be set and filled unless specifically noted on the face of this Customer Agreement.

**Caulk** - Means the application of a sealer to cracks and crevices in areas that are to be painted to prevent moisture from seeping into the structure. The removal of existing caulking that is loose to the touch, and the replacement of such removed caulking with new caulking.

**Glaze** - Means the removal of loose glazing, and the replacement of such removed glazing with new glazing in areas that are to be painted.

**Spot Prime** - Means primer will be applied only to surfaces to be painted where no paint currently exists including areas that have rusted. Home Works Painting may tint the primer at its discretion.

**Full Prime** - Means primer will be applied to all surfaces to be painted. Home Works Painting may tint the primer at its discretion.

**Power Wash House and/or Trim** - Means the removal of loose material including dirt, pollen, mold, mildew, and other debris from the siding and/or painted surfaces using pressurized water and standard cleaning agents. Home Works Painting does not guarantee chalk, rust stains, and stains caused by acid rain or runoff from roof shingles will be removed. Cleaning of windows before or after power washing is not included unless specifically noted on the face of this Customer Agreement.

**Hand Wash House and/or Trim** - Means the removal of loose material including dirt, pollen, mold, mildew, and other debris from the siding and/or painted surfaces by hand using water and standard cleaning agents. Home Works Painting does not guarantee chalk, rust stains, and stains caused by acid rain or runoff from roof shingles will be removed. Cleaning of windows before or after hand washing is not included unless specifically noted on the face of this Customer Agreement.

**Skim** - Means to rebuild rough and uneven surfaces that are to be painted with an appropriate compound and prime as necessary. Home Works Painting does not guarantee that the surface will be rendered to its original state.

**Inter-Layer Peeling** – Is a condition where the substrate has been painted previously and has peeled to the point where the old layers of paint create a rough and uneven topography. This topography cannot be corrected through standard surface preparation. If Owner wishes to minimize the effects of inter-layer peeling it will be priced as a separate option on the Customer Agreement. Even if priced as a separate option, Home Works Painting does not guarantee that the substrate will be rendered to a like new condition.

**PRODUCTION INFORMATION**

**Change Orders** - Upon reasonable request of Owner, Home Works Painting may agree to changes, additions, or alterations in the work specified in the Customer Agreement, but Home Works Painting shall not be required to do so until the parties have fully executed a written Change Order, and Owner has agreed to pay Home Works Painting for the changes in the work on the same basis as the cost of work defined in this Customer Agreement. It is further agreed that all employees of Home Works Painting are to be paid by and supervised by Home Works Painting and Owner acknowledges and agrees not to arrange any “side arrangements” or separate contracts with any of the employees or vendors performing work pursuant to this Customer Agreement, without prior written approval of Home Works Painting.

**Clean Up** – Home Works Painting will take reasonable steps to clean up surfaces affected by the painting process. Owner acknowledges and agrees that in the cleaning process certain surfaces will become cleaner than adjacent areas. Owner acknowledges and agrees that Home Works Painting will not be responsible for rendering all surfaces to a uniform appearance.

**Color Changes** - The color(s) to be used for the work shall be selected by Owner prior to the commencement of the painting services. If Owner requests a change in color(s) after the commencement of the painting services, Home Works Painting reserves the right to charge an additional fee, at Home Works Painting’ then current rates, for performing such work.

**Color Consultations** – If the existing color(s) on the structure are to be changed pursuant to the color selection on the front of this Customer Agreement, Owner signing the Customer Agreement is entitled to one 90-minute Color Consultation with a Home Works Painting representative. In the event the Color Consultation exceeds the 90-minute time allotment, Home Works Painting shall have the right to charge an additional fee, and Owner agrees to pay such fee, at Home Works Painting’ then current rates, for performing such work. The Color Consultation must be scheduled a minimum of one week prior to the tentative start date of the project at a mutually agreeable time. Home Works Painting sole obligation at a Color Consultation is to present the color system of the paint manufacturer designated on the front of this Customer Agreement. Home Works Painting shall not make any selections relating to color, and any advice related to color selection should be construed as general in nature. Home Works Painting makes no assurances or guarantees that Owner will select a color that Owner will be satisfied with. Any modifications to the color selection(s) made by Owner after a Color Consultation shall be covered by a Change Order as defined above. A cancellation of the Customer Agreement after a Color Consultation is subject to the CANCELLATION PERIOD as defined below.

**Damage due to Removal or Replacement** – Owner acknowledges and agrees that certain items on a house or structure are fragile and may break in the removal and replacement process involved in the production process. These items include, by way of example, plastic house numbers, window brackets for

blinds/curtains, and gutters. Owner acknowledges and agrees that Home Works Painting will not be responsible for the repair or replacement cost of any such damaged items.

**Electrical Issues** – Owner acknowledges and agrees that Home Works Painting may use water during the exterior production process. The application of water to the structure may cause certain electrical outlets or other electrical connections to malfunction. Owner acknowledges and agrees that Home Works Painting will not be responsible for the repair or replacement cost of any such damaged items.

**Hazardous Materials** – The discovery and/or removal or testing of any hazardous material as defined by the Environmental Protection Agency (EPA) or other health endangering substance is excluded from the scope of the work contained in the Customer Agreement. Home Works Painting reserves the right to stop work until Owner removes such materials at Owner's sole expense. In the meantime, Owner shall immediately, upon receipt of invoice from Home Works Painting, make payment to Home Works Painting for all work completed prior to work being stopped. Calculations concerning work performed will be calculated at Home Works Painting' sole discretion. In the event Owner fails to pay the amount invoiced within five (5) days of receipt of invoice from Home Works Painting, Home Works Painting may proceed to collect such payment in any manner provided for herein. Hidden Conditions - If, after commencement of the painting services pursuant to the Customer Agreement, Home Works Painting finds a defect in any of the surfaces to be painted, which must be corrected in order to satisfactorily complete the painting services, but which defect could not reasonably have been detected during Home Works Painting' original inspection of the structure to be painted, Home Works Painting shall immediately inform Owner of such defect. Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner acknowledges and agrees to pay such fee, at Home Works Painting' then current rates for similar work, for correcting such defect.

**HVAC Ductwork** –Home Works Painting will take reasonable steps to apply protective coverings in the workspace, but due to the nature of painting, dust or debris may be created. This dust or debris may enter the HVAC and/or ductwork of the Owner. Owner acknowledges and agrees that Home Works Painting will not be responsible for the repair or replacement cost of any such damaged items.

**Movement of Antenna or Other Connections** – Owner acknowledges and agrees that Home Works Painting may have to move antenna or other connections during the production process. Home Works Painting will take reasonable steps to reattach any such connections, but cannot guarantee that such connections will work in the same manner as previous. Owner acknowledges and agrees that Home Works Painting will not be responsible for the repair or replacement cost of any such damaged items.

**Number of Coats of Paint** - Owner acknowledges and agrees that the number of coats of paint designated on the front of this Customer Agreement may not sufficiently cover old paint, due to paint variations, sheen changes, the color selected, or paint/stain soaking into dry surfaces. In the event that the originally contracted number of coats of paint is not sufficient to adequately cover the structure, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting's then current rates for similar work, for applying additional coats as requested by Owner.

**Perfect Match** - Where colors or finishes are to be matched either to an existing color or between one manufacturer and another, Home Works Painting will make a reasonable effort to do so using standard materials from Home Works Painting' local suppliers, but Home Works Painting does not guarantee a perfect match. When trim molding is to be replaced by Home Works Painting as part of the work, Owner acknowledges and agrees that the pattern or shape of the replacement wood may not match the existing trim molding.

**Power Wash** - Owner acknowledges and agrees that previously painted surfaces may peel after power washing is completed. If the Customer Agreement does not specify painting of any surfaces where paint is peeling after the power wash is completed, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting's then current rates for repainting those areas as requested by Owner.

**Shutters, Gutters, & Downspouts** - Unless otherwise provided in the Customer Agreement, all shutters and gutters will be painted in place. If Owner wants the shutters or gutters removed for painting, Owner acknowledges and agrees that Home Works Painting has the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates, for performing such work. Downspouts will be removed prior to painting and installed after painting is completed.

**Storm Windows** – Unless otherwise provided in the Customer Agreement, storm windows will not be removed from the windows for painting purposes. If the sashes of the windows are to be painted, only the glass and/or screens of the storms will be removed. If Owner wants the storm windows removed for painting, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates, for performing such work.

**Substitute Materials** – Home Works Painting reserves the right to substitute materials that are equivalent in quality to those specified on the front of this Customer Agreement, in the event Home Works Painting is unable to obtain specified materials in a timely manner from its usual supplier or in the event that there has been a substantial price increase. In the event of any price increase, such price increase shall be reflected in a Change Order, which Owner agrees to sign.

**Time & Material Charges** – In the event the Customer Agreement allows for and requires Home Works Painting to perform work on a Time & Materials (T&M) basis, Owner acknowledges and agrees that Home Works Painting shall calculate all hours on a per-man basis. Owner agrees to reimburse Home Works Painting for all drive time related to performing the T&M work (i.e., drive time is included in the "Time" portion of T&M). Owner agrees that if T&M work is to be performed, it is a separate option with a separate payment schedule as defined under PAYMENT TERMS.

**Wallpaper Removal** – Owner acknowledges and agrees that due to the nature of wallpaper removal, it is difficult to detect a variety of possible factors hidden by the wallpaper itself. Factors such as multiple layers of wallpaper, unprimed walls, excessive glue applications and other conditions hidden by the wallpaper will require additional work over and above standard wallpaper removal. If wallpaper removal is designated on the front of the Customer Agreement, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for correcting any unforeseen condition hidden by the wallpaper.

**Windows Glass** – Owner acknowledges and agrees that window glass may require cleaning by Owner after the production process. Home Works Painting will take reasonable steps to remove any paint inadvertently applied to the glass. Owner acknowledges and agrees that Home Works Painting will not clean any items off glass (including streaks, dirt, or debris) other than paint.

**Windows Painted Shut** – Owner acknowledges and agrees that due to the nature of painting, windows are often painted shut from previous paint applications. Owner acknowledges and agrees that Home Works Painting shall not be held liable for any window glass, screen, or wooden frames that are

broken or otherwise damaged as a result of attempting to open windows that have been previously painted. Home Works Painting will replace at its sole cost any window glass, screen, or wooden frame that is broken or otherwise damaged by Home Works Painting as a result of performing work mandated by this Customer Agreement, once the windows have been successfully opened without incident.

**2 YEAR LIMITED WARRANTY**

Home Works Painting offers a 2-year warranty for all labor and materials due to paint failure or defective workmanship for any area that we paint. If paint failure appears, we will supply the labor and materials to correct the condition without cost. This warranty includes repair of peeling, blistering or chipping paint resulting from defective workmanship.

The warranty will only be effective if:

- Home Works Painting is paid in full
- The customer retains the original contract

If these conditions are met Home Works Painting will perform repairs with no labor charge. The 2-year warranty is good for the original customer and is not transferable. Home Works Painting will only repair areas where peeling, blistering or chipping has occurred.

This 2-year limited warranty does not cover:

- Any work which was not performed by Home Works Painting and where Home Works Painting did not supply the paint.
- Clear coat or varnished surfaces.
- Surfaces made of, or containing, ferrous metal.
- Horizontal surfaces that permit moisture to collect. Surfaces including, but not limited to, decks, railings, stairs, thresholds, patio covers and window sills.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint. The paint manufacturer will cover this portion.
- Bleeding caused by knots, rust or cedar.
- Cracks or nail pops in drywall, stucco, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
  - Peeling of layers of existing paint system prior to the work performed by Home Works Painting.
  - Structural defects, settling or movement.
  - Moisture content of the substrate.
  - Abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals.
  - Previous layers of paint not applied by Home Works Painting.

The warranty does not include matching of the paint. The paint can be matched closely, but rarely perfectly.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY HOME WORKS PAINTING AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY HOME WORKS PAINTING TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THE CONTRACT. IN NO EVENT SHALL HOME WORKS PAINTING BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

**GENERAL**

**Insurance** - Home Works Painting shall at all times during the performance of its work under this Customer Agreement carry and maintain in full force and effect the following insurance, and certificates of such insurance shall be furnished to Owner upon Owner's written request to Home Works Painting:

- **Comprehensive General Liability Insurance** covering operations in connection with the Customer Agreement. The insurance includes bodily injury and property damages of third parties in an amount of not less than \$2,000,000 inclusive of any one occurrence.
- **Workers' Compensation Coverage** with full statutory limits covering operations in connection with the Customer Agreement.

**Scheduling** – The dates of beginning and completion of the work to be performed pursuant to the Customer Agreement shall be deemed approximate and performance by Home Works Painting is subject to delays caused by weather, strikes, fires, acts of God or other reasons not under the control of Home Works Painting, as well as the availability of the required products and materials. Delays caused by such events do not constitute abandonment or breach of the Customer Agreement and shall not be included in calculating time frames for payment or performance.

**Services** – Home Works Painting agrees to perform the work to be performed pursuant to the Customer Agreement in a good and workmanlike manner.

**OWNER RESPONSIBILITIES**

**Clear Work Environment** - Owner is responsible for removal of any personal possessions, trees, or shrubs, which may be in the way of workers, at the sole discretion of Home Works Painting. Home Works Painting will not be responsible for damage to trees, shrubs, or landscaping. Owner is responsible for keeping visitors, children, and pets clear of the work area and Owner agrees to defend, indemnify, and hold harmless Home Works Painting and its directors, officers, employees, agents and representatives from and against any claim, demand, cause of action, loss, liability or expense (including attorneys' fees) arising from or in connection with any loss of, damage to, or destruction of any property (real or personal) of any third parties or Owner, or injury or death to any third parties, Owner, visitors, children, or pets regardless of whether the party to be indemnified was concurrently negligent. The indemnity provided for in this section takes precedence over the indemnity provided for below in section "CONTRACTUAL DETAILS" and subsection "Release and Indemnity."

**Dry Time** – Owner acknowledges and agrees to leave all windows and doors open for drying purposes for at least as long as is suggested by the guidelines issued by the paint manufacturer designated on the front of this Customer Agreement. In the event that windows or doors are closed prematurely and, as a result, the windows or doors need additional work to rectify their condition, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for correcting such defect.

**Other Contractors** – Owner shall be fully responsible for coordinating the work of other separate contractors and of its own work forces, suppliers, and agents with the Home Works Painting project and shall reimburse Home Works Painting for any delays or damages resulting from the acts or failures to act in a timely manner of other such separate contractors or suppliers or of Owner or Owner's agents. Home Works Painting assumes no responsibility for work done by others and shall not be liable for damages or defects occasioned by the neglect, negligence or actions of others. If Home Works Painting incurs expense resulting from repair or replacement of any part of Home Works Painting' work because of damage to that work caused by the failure, repair, or replacement of the work of others, that expense shall be added to the Contract price and Owner agrees to pay such added expense, and the extra work shall be deemed to have been required by the Customer Agreement.

**Owner Performed Work** - All work to be accomplished by Owner must be performed without interfering with the productivity schedule of Home Works Painting. Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for any cost for repair, adjustment, replacement, removal and reinstallation or service of these items by Home Works Painting.

**Owner Supplied Materials** – In the event Owner is to supply materials for the project as designated on the front of this Customer Agreement, Owner acknowledges and agrees to have all materials required to finish the project delivered to the job site prior to commencement of the work. Home Works Painting assumes no liability for Owner supplied materials. In the event Owner fails to have the required materials on the job site prior to the commencement of the work, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for obtaining the required materials. In the event additional materials are required after the commencement of the work, Owner acknowledges and agrees to immediately obtain the required materials at Owner's sole expense. In the event Owner fails to provide the additional materials required to complete the work within one (1) hour of notification that additional materials will be required, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for obtaining the additional materials.

**Promotion/Advertising** - The customer authorizes the Home Works Painting 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 Owner.

**Paint Splatter** – Owner acknowledges and agrees that the production process may cause paint to get on adjacent surfaces. Owner acknowledges and agrees to remove personal artifacts from the work area, which, by way of example, includes curtains and blinds on the interior of a house when an exterior project is being performed.

**Paint Colors** – Owner acknowledges and agrees that if Match Existing is listed under the color on the face of this Customer Agreement, then Owner will get the appropriate color name, manufacturer and type to Home Works Painting no later than seven (7) days prior to commencement of the work. In the event Owner does not know, nor has no way of knowing the color information, Home Works Painting will attempt to match the colors by utilizing either a paint chart or by physically taking a paint sample from the project. Home Works Painting will take reasonable steps to ensure accuracy utilizing industry-approved methods, but Home Works Painting cannot guarantee that the colors will match exactly. If Owner is not satisfied with the color match, Owner shall provide notice (as provided for herein) to Home Works Painting within one (1) day of the paint color first being applied to the project. If Owner provides timely notice to Home Works Painting of their dissatisfaction with the color match, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for repainting such areas requested by Owner. If Owner fails to provide timely notice to Home Works Painting of its dissatisfaction with the color match, Owner shall be deemed to be satisfied with, and to have accepted, the color match.

**Trash** – Owner will designate a location on the job site for the temporary storage of trash. Home Works Painting will clean by sweeping the work area, and will remove all trash created by the work from the premises upon completion of work.

**Storage** - Owner will make suitable space available on the job site for storage of job-related materials and equipment. Owner shall be solely responsible for damage, loss or theft of materials stored on job site.

**Bathroom** – Owner will make a bathroom available to Home Works Painting employees and subcontractors working on the project.

**Travel** - If Owner plans to travel or to leave the area for an extended period either before, during, or shortly after a pre-scheduled work start time, Owner agrees to notify Home Works Painting in writing a minimum of five (5) days prior to the tentative start date of the project. If Owner wishes to move a pre-scheduled work time based on travel schedules, Owner will do so in writing to Home Works Painting a minimum of five (5) days prior to the tentative start date of the project. If Owner fails to notify Home Works Painting in writing of a requested move in start date, as provided for in this section, and Home Works Painting commences work on the project, Owner acknowledges and agrees that Home Works Painting shall have the right to request, and Owner shall pay before Owner leaves the area, full payment of the Contract amount, regardless of whether the project is actually complete.

**Weather** – Due to the large geographic area that Home Works Painting operates, Owner acknowledges and agrees that Home Works Painting cannot change its work schedule based on weather events. Weather events include variation in temperature, the chance of precipitation, changes in humidity, as well as other phenomena associated with the weather. In the event that a weather event could conflict with the guidelines of the manufacturer designated on the front of this Customer Agreement, Owner acknowledges and agrees that it will be within Home Works Painting' sole discretion as to whether to proceed with work. If Owner wishes to move a pre-scheduled work start time based on weather concerns, Owner will do so in writing to Home Works Painting a minimum of five (5) days prior to the tentative start date of the project. If Owner fails to notify Home Works Painting in writing of a requested move in start date, but nonetheless refuses to let Home Works Painting proceed with work on a day Home Works Painting deems within acceptable guidelines for painting, Owner agrees to pay to Home Works Painting a fee equal to 10% of the Contract amount as liquidated damages and not as a penalty. This fee is over and above the Contract amount and will accrue on a per-day basis for each subsequent day Home Works Painting is not allowed by Owner to work.

**Work Times** - Owner will make the workplace available to Home Works Painting' employees and subcontractors for work Monday - Saturday between 8:00 a.m. and 7:00 p.m. If windows or doors are to be painted as designated on the front of this Customer Agreement, Owner acknowledges and agrees to make suitable arrangements to have the windows and doors unlocked so as not to interfere with Home Works Painting' production schedule. In the event that windows or doors are locked, Home Works Painting will attempt to paint them in a shut position. As a result, if Home Works Painting needs to return to finish painting areas that were locked once they are reopened, Owner acknowledges and agrees that Home Works Painting shall have the right to charge Owner an additional fee, and Owner agrees to pay such fee, at Home Works Painting' then current rates for similar work, for performing such work.

#### **INDUSTRY STANDARDS**

All surface preparation, coating application, and/or wallcovering installation will follow industry standards as defined by the Painting Contractors Association (PCA). Home Works Painting comes equipped with all the necessary licenses and insurances required by the state of Virginia to provide contracting services in the painting industry. Home Works Painting is currently a member of the PCA.

#### **INSPECTION OF COMPLETED WORK**

Upon substantial completion of work, Owner agrees to conduct an inspection of the work with Home Works Painting. All defects and uncompleted items should be noted at this time. The inspection must occur under normal lighting conditions (i.e. no spotlight or flashlight), without magnification, and from a normal viewing position (39 inches or one meter from the painted surface), in accordance with the PCA Standards.



**CONTRACTUAL DETAILS**

**Altering Agreement** - No modification of this Customer Agreement, and no authorization for extra or additions or for eliminations or changes, shall be binding on Home Works Painting, unless it is in writing and signed by a duly authorized representative of Home Works Painting.

**Assignment** - Neither party shall assign this Customer Agreement without the prior written consent of the other party.

**Binding** - This Customer Agreement shall ensue to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

**Cancellation by Home Works Painting** – Home Works Painting may cancel this Customer Agreement at its sole discretion at any time prior to the commencement of work. If cancellation occurs after work commences, Owner acknowledges and agrees to abide by the TERMINATION BEFORE SUBSTANTIAL COMPLETION POLICY as defined below.

**Cancellation by Owner Before Work Begins** - Owner may cancel this Customer Agreement at any time prior to midnight of the third business day after the date of this Customer Agreement. Thereafter, Owner shall immediately return to Home Works Painting any materials or equipment of Home Works Painting left on Owner's site. In the event of cancellation before commencement of work, but after the three (3) days, Owner agrees to pay to Home Works Painting 20% of the Contract amount as liquidated damages and not as a penalty. If cancellation occurs after the three (3) days, but within five (5) days of the scheduled start date, Owner agrees to pay to Home Works Painting 33% of the of the Contract amount as stated on the front of this Customer Agreement as liquidated damages and not as a penalty. Home Works Painting may waive the 20% or 33% cancellation fee at its sole discretion. If cancellation occurs at any time after receiving a Color Consultation, as defined above, Owner agrees to pay an additional cancellation charge of \$200.00. In the event of cancellation before work begins, but after the three (3) days set out above in this section, Owner agrees to reimburse Home Works Painting for any actual expenses incurred relating to the cancelled Customer Agreement including materials purchased, work performed in anticipation of project commencement, and drive time related to the project. Home Works Painting shall not be obligated to return any materials to Owner in the event of cancellation. If cancellation occurs after work commences, Owner acknowledges and agrees to abide by the TERMINATION BEFORE SUBSTANTIAL COMPLETION POLICY as defined below.

**Compliance with Laws** - Home Works Painting shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, Home Works Painting shall employ and direct such personnel as it requires to perform said services, shall secure any and all permits that may be required in order to perform the services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all workers' compensation, employer's liability and other federal, state county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated.

**Damage/Deficiencies** - If Owner makes or wishes to make a claim in relation to any work performed by Home Works Painting, Owner acknowledges and agrees to notify Home Works Painting in writing and then permit Home Works Painting or its agents to inspect the work complained of and make any necessary corrections and repairs in order to correct any deficiency that may exist in the work performed. The sole obligation of Home Works Painting in relation to any such claim is to repair or correct any such deficiencies at its own expense. The failure of Owner to permit Home Works Painting or its agents to make the necessary correction or repairs fully releases Home Works Painting or its agents from any and all liability in relation to the complained of work and renders any warranties, whether actual or implied, null and void. Under no circumstances shall Home Works Painting be responsible or liable for any indirect or consequential damages, and Owner hereby waives any claims for such damages.

**Errors, Inconsistencies, or Omissions** – Home Works Painting shall not be liable for any errors, inconsistencies, or omissions in the Customer Agreement documents. Home Works Painting shall be permitted time extensions and shall be compensated for delays and additional cost, including overhead and profit, associated with remedying such errors, inconsistencies or omissions as required.

**Full Agreement** - This Customer Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreement, statements or representations, written or oral, between the parties with respect to such subject matter. Owner acknowledges and agrees that it is not relying on any representations of services to be supplied or provided by Home Works Painting or with respect to any other matter not specifically set forth herein.

**Governing Law** - This Customer Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**Headings** - The headings of all paragraphs of this Customer Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Customer Agreement.

**Oral Agreement** - If Home Works Painting commenced any part of the work provided for by this Customer Agreement under oral agreement prior to the execution of this Customer Agreement, this written Customer Agreement shall apply thereto in the same manner as if made before the work commenced.

**Notice** - Any notice required or permitted to be sent under this Customer Agreement shall be mailed by registered mail, return receipt requested, or by Federal Express or other nationally recognized overnight delivery service, to the parties at the addresses noted on the face of this Customer Agreement. Notification addresses may be changed by notice.

**Release and Indemnity** – Except as provided for above in the section captioned "OWNER RESPONSIBILITIES" and the subsection captioned "Clear Work Environment," Home Works Painting agrees to assume all risk of loss and to indemnify and hold Owner harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including legal cost incident thereto for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of Owner) arising from or in connection with this Customer Agreement unless caused in whole or in part by the negligence or willful misconduct of Owner or Owner's agent or invitees.

**Severability** - The invalidity or unenforceability of any portion or provision of this Customer Agreement shall in no way affect the validity or enforceability of any other portion or provisions hereof. Any invalid or unenforceable portion or provision shall be severed from this Customer Agreement and the balance of the Customer Agreement shall be construed and enforced as if the Customer Agreement did not contain such invalid or unenforceable portion or provision.

**Termination Before Substantial Completion Policy** – In the event either Owner or Home Works Painting desires to terminate this Customer Agreement after work has commenced, but prior to achieving SUBSTANTIAL COMPLETION as defined below, Owner shall immediately, upon receipt of invoice from Home Works Painting, make payment to Home Works Painting for all work completed, for losses sustained by Home Works Painting for materials, equipment, tools, machinery, for the loss of the overhead costs and anticipated profit that Home Works Painting would have made upon completion of the work in accordance with the Customer Agreement. Calculations concerning work performed including drive time will be calculated at Home Works Painting

sole discretion. In the event Owner fails to pay the balance owed within five (5) days of receipt of invoice from Home Works Painting, Home Works Painting may proceed to collect such payment in any manner provided for herein.

**Time Limitation** - Any action against Home Works Painting whether under the Customer Agreement or relating to the subject matter of this Customer Agreement, must be commenced within two years after the date of Substantial Completion as defined herein.

**Time of the Essence** - Time is of the essence with this Customer Agreement.

**PAYMENT TERMS**

**ARBITRATION** - In the event that the parties fail to resolve any disputes that might occur, then the matter shall be referred to the American Arbitration Association, Construction Industry Rules, for immediate determination. The rules of the American Arbitration Association shall be controlling for purposes of decision, the cost of which, including reasonable attorney's fees, shall be borne by the party who fails to prevail in the issue determined by arbitration. As of the date of this writing, the filing fee for fast-track arbitration is approximately \$1,500.00. Arbitration proceedings must be completed prior to owner filing any other legal or administrative action against Home Works Painting including, but not limited to; complaints filed through consumer regulatory commissions like the Maryland or D.C. commission. Notwithstanding the foregoing arbitration provision, Home Works Painting shall have the right to file or pursue a Mechanic's Lien claim in order to preserve its Mechanic's Lien rights against owner in the appropriate court. In the event that Home Works Painting prevails in such action, owner shall be responsible to pay Home Works Painting for the attorney's fee and costs that Home Works Painting incurred in the prosecution of such claim. Owner(s) has/have read and understood this arbitration provision and initialed the front of this customer agreement reflecting the same.

**Collection Costs** - If Home Works Painting is required to engage the services of a collection agency or an attorney, Owner acknowledges and agrees to reimburse Home Works Painting for any and all attorneys' fees and associated costs, incurred in the collection process.

**Compensation** - Owner will pay to Home Works Painting the total Contract price in accordance with the payment terms stated on the contract. Past due amounts will bear interest at the rate of 1.0% a month (being 12% per annum) from the due date. Past due amounts are any amounts not paid by Owner at time of Substantial Completion, or in the event the work is completed. In the event an invoice for work is generated, payment is due upon Owner's receipt of said invoice. Past due amounts are any amount, including late fees, not paid by Owner within 30 days of the date of the invoice.

**Counter Suit** - If Owner files a counterclaim against Home Works Painting in any mechanics' lien or other legal action, then Home Works Painting shall be entitled to recover all costs, attorneys' fees and expenses of litigation incurred in the defense of said action.

**Reversal of Payment** - In the event Owner makes a payment as required under this Customer Agreement, and then subsequently reverses payment either in the form of a stop payment on a check, or a chargeback on a credit card payment, Owner acknowledges and agrees that such act is a breach of this Customer Agreement by Owner. In such case, Owner acknowledges and agrees that Home Works Painting is relieved of its responsibility to perform any further work on the project until payment is made in full for the entire Contract amount and any other amounts due pursuant to this Customer Agreement. Owner agrees to pay an administration fee of \$35.00 for any NSF (non-sufficient funds) checks or checks subsequently cancelled via a stop payment. Owner agrees to pay an administration fee of \$35.00 for any credit card tendered as payment, but subsequently charged back by the issuing bank. Owner acknowledges and agrees that in the interim Home Works Painting shall have the right to pursue collection of such payment.

**Separate Contracts/Options** - Any item of work including carpentry work listed under Additional Options on the front of this Customer Agreement or on a separate contract shall be treated as a separate Customer Agreement with the same General Terms and Conditions as the original work. The parties agree that each option is a separate contract with a separate schedule. In the event the scheduling or completion of a separate option designated on the front of this Customer Agreement prevents the original work from being completed, Owner acknowledges and agrees to consider the project substantially complete and abide by the SUBSTANTIAL COMPLETION policy as defined below.

**SUBSTANTIAL COMPLETION** - Substantial completion is the stage in the progress of the work when Home Works Painting determines in its sole discretion that it is prepared to schedule a meeting to inspect the work in accordance with the customer agreement.

**Weather Delays** - Notwithstanding the payment due dates otherwise provided for herein, in the event work commences, but weather prevents Home Works Painting from returning to the project for a period of five (5) sequential business days, Owner shall immediately, upon receipt of invoice from Home Works Painting, make payment to Home Works Painting for all work completed. Calculations concerning work performed will be calculated at Home Works Painting' sole discretion. In the event Owner fails to pay the amount invoiced within five (5) days of receipt of invoice from Home Works Painting, Home Works Painting may proceed to collect such payment in any manner provided for herein.