

TERMS AND CONDITIONS

Endecca Painting Co., Inc. will commence work upon payment of the deposit as required in the contract. Payment in full is required immediately upon completion of services. The customer must be there upon completion of work. If unable to be there, the customer must leave a check for the full amount.

If the customer claims there is any defect in service, said customer is to give written notice of such. However, the customer may not withhold more than 10% of the total price as put forth in the contract. Upon completion of the requested corrections, account must be immediately paid in full. The customer must be there upon completion of the requested corrections in order to make a final inspection. If unable to be there, the customer must leave a check for the balance due.

For any breach of warranty or defect in the labor or materials supplied or damages caused, Endecca Painting Co., Inc. is not liable for more than the total amount of money paid to date to Endecca Painting Co., Inc. by the customer.

Endecca Painting Co., Inc. shall not be liable for any special or consequential punitive damages resulting from any breach of contract or caused by any work by Endecca Painting Co., Inc.

If Endecca Painting Co., Inc. has not commenced or is unable to commence work for the customer, Endecca Painting Co., Inc. may terminate this contract at any time.

Customer will pay all costs of collection, reasonable attorney's fees, and legal expenses, whether hourly or contingent, incurred or paid by Endecca Painting Co., Inc. in enforcing this agreement and collecting the amount owed.

Exterior Work Warranty: Endecca Painting Co., Inc. does not warranty in any way the surface being painted, and is not responsible for a surface to which paint will not adhere. Provided the surface will allow paint to adhere, Endecca Painting Co., Inc. will for a period of two years, repaint the peeling area only. Endecca Painting Co., Inc. does not guarantee that the new paint will match the existing paint, as paint changes in color and sheen with time.

Interior Work Warranty: Endecca Painting Co., Inc. does not warranty in any way the surface being painted, and is not responsible for a surface that paint, wallpaper or drywall compounds will not adhere to, cracks and nail pops that reappear, or any surface that causes the paint to not perform according to its normal characteristics. Endecca Painting Co., Inc. does not warranty in any way interior work, drywall repairs, or wallpapering after completion of the job.

Insurance: Endecca Painting Co., Inc. maintains Comprehensive General Liability for up to \$1,000,000 for each occurrence of bodily injury and up to \$2,000,000 aggregate, and Worker's Compensation and Employer's Liability for up to \$100,000 per accident.

Payment: Balance due on day of completion. Make checks payable to Endecca Painting Co., Inc.

Additional: Your signature is evidence that you have read and accepted all terms and conditions of this proposal (front and back).

This document contains the entire agreement of the parties in regards to this particular quote, and shall not be altered or amended, except by written agreement signed by both parties.

If payment is not made when due, 1.5% interest per month will be added to the balance due.