

## **Interior Projects with T&M, Terms and Conditions**

1. **SCHEDULING:** work will not be scheduled or commence until a signed copy of the contract is received and payment terms are met. If no deposit or down payment is stated, only a copy of the signed contract is needed.
2. **PERSONAL PROPERTY RESPONSIBILITIES INCLUDING WALL ITEMS, WINDOW COVERINGS, COUNTER TOP ITEMS, GENERAL FURNITURE, & CLOSET CONTENTS:** Customer to remove all items from wall (art, photography, etc.), undesired wall/ceiling hanging devices (nails, screws, etc.), window treatments (draperies, valences, and/or other window coverings), and contents from counters, unless removal is clearly listed as a Colorwheel Preparations Item. In regard to furniture, while Colorwheel will move furniture, customer is responsible for emptying/clearing off furniture to make it moveable. Customer to empty closets of contents to ensure painting can proceed.
3. **PAINT COVERAGE:** Pricing is based on the number of coats specified on the contract; however, certain colors may require additional coats. While Colorwheel will make a good faith effort to ensure proper coverage occurs with coats specified, there are times when additional coats can become necessary, such as, but not limited to, the effects of dry walls, color changes, dark/deep colors, or extremely bright colors.
4. **COLOR SELECTION, CONSULTATION, AND SAMPLES:** Colors must be chosen by the client prior to commencement of work, and a specific color name, number, or code provided to Colorwheel. If this is not done 24 hours prior to Colorwheel beginning the job, Colorwheel will charge for additional time to do a color match or help choose colors. This occurrence may be considered a delay, see notice number eight (8). This billing shall include related drive time, store time, actual paint/materials costs (even if not used) and all related time put into the sample colors or consultation process. The billing rate for these services is \$90/hr.
5. **APPROVED VENDORS FOR COLOR SELECTION:** Colors must be chosen from either 1) Sherwin Williams, 2) Hallman-Lindsay, or 3) Benjamin Moore. Any color selected from Lowes, Home Depot, Menards, Farrow & Ball, Fine Paints of Europe, or otherwise will be handled in accordance with T&C 4.
6. **MID-JOB COLOR CHANGES:** If, after the job starts, a color change is desired/required, Colorwheel Painting, LLC will charge for time and material expenses incurred on the original color and application labor as well as all time and materials needed to complete work with the new color. The billing rate for these services is \$55/hr unless otherwise noted.
7. **CHANGES AND/OR ADDITIONAL WORK.** A change can be placed in two ways: 1) an email written to Colorwheel which authorizes or specifies additional work or 2) on a written change order sheet. The billing rate for these services is \$55/hr.
8. **CHARGES FOR DELAYS, INTERFERENCE, OR INTERRUPTION CAUSED BY OWNER, ANOTHER CONTRACTOR, REMODELER, ETC.** Colorwheel's proposal is based on an efficient and streamline process, free from delay or interruption. Therefore, any substantial delay, interruption, or interference may result in additional charges to the customer.
9. **CHARGES FOR DAMAGE DONE BY OTHERS:** "Touch up or fixing" of any damage (chips, dents, dings, scuffs, markings, abrasions, etc.) to substantially complete surfaces is considered new, additional work and will have charges associated with the repair or repaint of it. The standard return trip charge is \$200 minimum, plus \$55 thereafter.
10. **REASONABLE INSPECTION OF WORK:** Work shall be inspected from normal viewing distance, eye levels, and also under normal lighting conditions (no flashlights, shop lights, or other outside lighting unless it is meant to overcome a shadow). Standard viewing distance is at eye level, from 5' to 6' away from the painted surface, viewed from the perpendicular/90-degree angle of the plane/surface. In smaller areas such as powder rooms, bathrooms,

hallways, Colorwheel may approve of a shorter viewing distance as acceptable to accommodate the spatial dynamics present in an area.

11. **SUBSTANTIAL COMPLETION:** Substantial Completion occurs when Colorwheel has executed the contract, and made a good faith effort to take care of any and all loose ends or touch ups that it sees. Customer understands that any further touch ups after our substantial completion are covered under warranty and failure to schedule touch ups is not reason for violation of payment terms. In the same manner, any additional work for any reason does not void the payment terms originally established in this contract.

12. **WARRANTY:** All workmanship is covered by a one-year limited warranty.

13. **MARKETING:** Owner agrees to allow Colorwheel to display its sign on the Project Site, provided such display does not violate any subdivision covenant, municipal ordinance, or other applicable law. Owner agrees to allow Colorwheel, or an agent thereof, to take photographs of the Project Site before, during, and after completion of the Work and to use such photographs in Colorwheel's marketing and promotional materials, without limitation. Owner shall not be entitled to any compensation for Colorwheel's display of its sign on the Project Site or for the use of such photographs in Colorwheel's marketing and promotional materials.

14. **PAYMENTS:** Upon receipt of an invoice, Owner will make full payment of the invoiced amount within five (5) business days. Owner shall pay a finance charge calculated at the rate of 1.5% per month (pro-rated for partial months) on all past due amounts, plus all costs of collection, including attorneys fees and costs. No amount may be withheld from Final Payment to address punch list items unless agreed to by Remodeler, in which case, Remodeler and Owner will set a date by which each of such items will be completed and related payment will be made by Owner. Final Payment will waive all claims by Owner, except subsequent lien or warranty claims. Owner agrees that, if Owner uses a credit card to make any payment, Remodeler shall be entitled to surcharge Owner with any credit card processing or merchant fee. ACH Authorization. In order to satisfy any of the Obligations, Purchaser is hereby authorized by Seller to initiate electronic debit or credit entries through the ACH system to Seller's Account or any other deposit account maintained by Seller wherever located. Seller may only terminate this authorization by giving Purchaser thirty (30) days prior written notice of termination.

15. **PAYMENT METHODS:** Cash or check payment is preferred; with an ACH option on [www.remodelandpaint.com](http://www.remodelandpaint.com) using "Bill Pay" icon. Credit cards are also accepted but have a fee of roughly 3.06% added to the balance being paid.

Proposal Valid for 30 days.