

## **Commercial Project Terms & Conditions**

1. **SCHEDULING:** work will not be scheduled or commence until a signed copy of the contract is received and compliance with payment terms is met. If no deposit or down payment is stated, only a copy of the signed contract is needed.
2. **PERSONAL PROPERTY:** unless otherwise stated in the scope of work/description of work, the following are the responsibility of the owner/business/entity being contracted with: removing items from wall such as signage, artwork, shelving, etc.; removing nails/screws/other hanging devices from walls; moving furniture, partitions, cabinets, etc., clearing surfaces adjacent to paintable items such as counters, shelving, ledges, etc.
3. **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 may also be considered a delay, see notice number eight (8). This billing also includes related drive time, store time, the 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 \$125/hr.
4. **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 \$125/hr unless otherwise agreed upon.
5. **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 delay, interruption, or interference in Colorwheel's performance may result in additional charges to the customer.
6. **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 \$600 minimum, plus \$125 thereafter.
7. **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 lesser viewing distance as acceptable to accommodate the spatial dynamics present in an area.
8. **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.
9. **LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 50 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE

NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

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

11. DISPUTES: This Contract shall be deemed to have been made in and governed by the laws of the State of Wisconsin. All disputes related to this Contract shall be resolved through binding arbitration, which shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its current arbitration procedure. Parties agree to forego any social media reviews or statements until disputes are resolved. The decision of the NARI Home Improvement Council Ethics Committee shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. Upon agreement by the parties, mediation may be conducted as a prerequisite to commencement of arbitration. If elected, mediation shall be conducted by the NARI Home Improvement Council Ethics Committee pursuant to its current mediation procedure.

12. 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 Colorwheel, in which case, Colorwheel 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.

13. PAYMENT METHODS: Cash or check payment is preferred; ACH available from your Jobber profile or invoice (1% additional fee applies) or credit card (2.99% additional fee). Financing is available to those who qualify using Wisetack.