

Agreement for Painting Services

Homeowner contracted New Life Painting; a Florida State Sole proprietor to perform work details listed in this contract in tandem with an estimate to include all details of processes/procedures for painting at address listed on this estimate.

1.Scope of Work: NLP will paint home/project in a professional and high-quality manner. I agree to remove any paint that might inadvertently get on surfaces not included in this contract. Drips, splatters or overspray will be removed in a professional manner without leaving any indication that surface or item was mistakenly painted. Homeowner will be responsible to remove any/all small, valuable or fragile items wherever work is being performed and inform painter(s) when it is clear for them to start work safely. Lastly, when work is complete Painter guarantees to clean work area after completion of job.

Exteriors-(A) We will prepare surface by removing any loose or peeling paint. **(B)** Use a 4000 PSI 4 GPM commercial pressure washer with a chlorine solution mix to remove dirt, mold and mildew on all surfaces. **(C)** Dig trench around home where it's possible, without harming the existing landscape or grass for the purpose of exposing the foundation. **(D)** Spot prime rust or raw wood if needed.

(E) Seal/prime walls with a clear penetrating masonry sealer/primer. This product is used to bond between surface and paint which will increase the adhesion. This is done on new concrete or chalkiness only. **(F)** Caulking and patching all cracks and small holes (major repairs are covered below) to match existing surface. I cannot promise a patch to be perfectly invisible. Depending on what type of surface and texture it is, and degree of difficulty.

Interiors- (A) We will prep according to any special instructions outlined on estimate. **(B)** Painters will do all minor drywall repair including spackling holes and caulking cracks which are not major and considered to be ordinary and expected as part of the job. (Any other difficult or bigger repairs are addressed separately in this agreement in estimate).

2.Cost and Schedule for Payments: Homeowner will pay a deposit based on the cost of the project in the amount agreed for the purposes of materials and operations. Unless arrangements are specified verbally or in writing, the balance will be due upon completion and successful inspection by customer and the painter. At this point any touchup work that is seen will be taken care of before final payment is made. **All Credit/Debit Card transactions will be subject to a 3% fee for using square reader.**

3. Change Order: If NLP has applied color that was agreed upon by the customer in the estimate depending upon time invested the customer will be responsible for labor and cost of materials and will be billed accordingly.

4.Time for Performance: We will start the job and work every day following except for circumstances beyond our control or as needed for purposes of proper application. Included but not limited to weather and recommended drying time until completion of job. We work between 5-8 hours a day Mon- Fri.

5. Repairs/Patching/Texturing: This refers to any other repairs including but not limited to drywall, wood, and stucco that will be performed to the exceptional ability of the technician performing the repairs and are not always guaranteed to match existing surfaces to 100% perfection, some cases will need a complete resurface repair.

6. Tools/Supplies: I will provide all tools and materials deemed necessary in the collective professional opinion and according to industry standards to perform work of a high professional quality. All materials will be provided unless estimate specifies.

7. Properly Painted Surface: A "properly painted surface" is defined as uniform in appearance and free from runs, sags and "holidays" (small missed spots). Areas not receiving paint are free of drips, splatters and overspray caused by NLP. We are not responsible for fixing or repainting any area that has been defaced by others previous to work performed by NLP unless included in estimate. Home owner is responsible to be aware of areas that have been painted by anyone other than NLP and we try to point out any questionable damage that is existing.

8. Problem Resolution Procedure: During the time and thereafter both parties agreed to take no action which is intended, or would responsibly be expected to harm the company, or the homeowner, or their reputation, or which would be responsibly be expected to lead to unwanted or unfavorable publicity to either party. No negative actions such as the homeowner posting publicly or subcontractors placing mechanic liens until the measures are taken to resolve the problem. My interest lies with no anonymity and disclosure of contact information is made available to interested third parties. This is specifically mentioned solely to keep any negative actions from unfairly affecting either of us. No action should be taken without some proof of negligence and according to a standard of professionalism set forth by industry standards and negates the promised specifications already set forth in agreement for work being performed. No action will be taken until respondent has an opportunity to address any negative issues and been given a chance to resolve it to a mutual satisfaction and before any actionable options of disparagement or legal action including but not limited to negative reviews/small claims court are taken.

9. Reviews/Feedback: NLP strongly encourages and welcomes feedback, both publicly and privately once the job is completed. This is an effort to monitor feedback and provide continual optimum customer service. There is a page on the New Life Painting website which is easily accessible for leaving information and relevant feedback. I also believe in the practice of leaving online reviews, for better or worse, as long as any negative allegations can be supported. We use Google and Next-Door as our main platforms. I will send a link to leave a review upon completion of the job. In order for a potential customer to make an informed decision when hiring a painter. Reviews used in tandem with being able to talk to our customers [current and past] should give any future customers an accurate assessment of what can be expected.

10. Breach of Contract: "Anticipatory Breach "often referred to as anticipatory repudiation this type of breach occurs when the breaching party tells the non-breaching party that they will not be fulfilling the terms of their contract. Once the other party is notified, they can sue for breach of contract. State law allows us to place the property into a mechanical lien. And attorney fees of \$350 an hour will be assessed to the breaching party. NLP will give breaching party 30 days to make good of contract before we take action. **Peterson Law Group 418 Canal St. NSB 386-428-2464.**

New Life Painting/ Owner

Date

Homeowner

Date