

## Terms and Conditions

This Agreement is entered into between Genesis Painting of Colorado LLC ("Contractor") and the undersigned customer ("Customer"). By signing/accepting the attached Quote/Work Order, Customer agrees to the following:

- 1. SCOPE OF WORK:** Contractor will provide the painting and repair services described in the quote, including surface prep, interior and/or exterior painting, caulking repair, minor carpentry restoration, and stucco patching as applicable. Inclusions: Site prep, protective coverings, cleanup, and all materials unless otherwise noted. Exclusions: No structural repairs, mold remediation, full drywall replacement, or work not expressly listed in the quote.
- 2. PAYMENT TERMS:** Payment shall be in cash, check, or ACH Bank transfer. A deposit of 40% is due prior to the Contractor's commencement of any work. The remaining balance is due on the day of substantial completion. Interest of 1.5% per month (18% APR) applies to overdue balances from the date of substantial completion. The customer agrees to pay all collection costs, including reasonable attorney fees and costs, to collect any money owed to the Contractor.
- 3. SHERWIN WILLIAMS PAINT:** We proudly use premium Sherwin-Williams paints, which come with a Lifetime Limited Warranty from the manufacturer, providing added peace of mind regarding product durability. See Sherwin Williams Lifetime Limited Warranty for details.
- 4. SATISFACTION GUARANTEED**—if you're not reasonably satisfied with the results when the work is substantially complete, we will work with you to make it right. Checklist items will be promptly and professionally addressed in order to complete the work in a timely manner.
- 5. LIMITED WARRANTY:** We stand behind our work with a 7-Year Limited Warranty starting from the date of substantial completion. This limited warranty covers issues such as peeling, bubbling, or blistering that result from improper application by our team, excluding non-application related ordinary wear and tear, and damage resulting from weather events (e.g. wind, sun, rain and hail), building movement or settling, water intrusion, existing surface failure, neglect, or misuse. It also does not apply to previously painted or non-cleanable surfaces, or where proper surface adhesion cannot be achieved due to existing conditions. Notice of warranty claims shall be made in writing on or within 90 of the date of discovery of the application defect.
- 6. THIRD-PARTY PAYMENT:** Customer is responsible for all payments under this Agreement, regardless of whether or not Customer involves either an insurer or a lender. Customer shall be solely responsible for obtaining any insurance, banking or other approvals or consents prior to Contractor's commencement of work. The contractor may withdraw or revoke its offer at any time should the customer fail to receive any such approval in a timely fashion. Contractor will not and cannot act as an agent or adjuster for Customer, nor otherwise solicit, negotiate, adjust, or effectuate any settlement of a claim. Customer's deductible is Customer's sole responsibility to pay in full. In the event that Contractor is paid directly through Customer's insurance, with the agreement of Contractor, Customer shall owe no additional expenses apart from the applicable deductible, along with any extra customer chosen upgrades or additional scopes of work and/or work necessary to comply with applicable building codes/ordinances. Customer acknowledges that Contractor cannot pay, waive, rebate, or promise to pay, waive, or rebate all or part of any

insurance deductible applicable to the insurance claim for payment for painting work on the covered residential property.

7. ACCESS & UTILITIES: Customers shall ensure clear access to the work area, including availability of electricity and water. Pets must be secured, and personal belongings removed. Delays caused by lack of access may result in additional costs.

8. CHANGE ORDERS: Any additional work not described in the original quote will be considered a change order and must be approved in writing by the parties before being performed.

9. SITE CONDITIONS & CUSTOMER RESPONSIBILITIES: Customer shall notify Contractor of any known hazardous materials, structural concerns, or sensitive areas. Contractor is not liable for damage to landscaping, hardscaping, or interior items not removed or protected by the customer.

10. LIMITATION OF LIABILITY: Contractor is not liable for incidental or consequential damages, including but not limited to loss of use, lost revenue, or damage from latent defects in surfaces or materials not supplied by Contractor.

11. CANCELLATION: Customer may cancel this agreement within 72 hours of signing. After this window, a 15% cancellation fee may be charged. Any services started at the Customer's shall be paid for by Customer and/or are otherwise non-refundable.

12. FORCE MAJEURE: Contractor shall not be liable for delays or failure to perform due to unfavorable weather, labor shortages, supply issues, or other events beyond Contractor's reasonable control.

13. GOVERNING LAW & VENUE: This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in El Paso County, Colorado. In any dispute, the prevailing party shall be entitled to recover attorney's fees and costs.

14. ENTIRE AGREEMENT. These terms and conditions, along with the Quote/Work Order, represent the entire agreement and understanding between the parties, and supersede any and all prior agreements or understandings (whether oral or written and whether express or implied) of the parties with respect to the subject matter hereof.