

Terms and Conditions

The undersigned agrees to the following terms and conditions of acceptance and payment for all services rendering upon completion of said services and/or materials. By hiring DC Painting LLC customers acknowledges that they have read and understand all Terms and Conditions set-forth on this page.

Payment: Full payment is due upon completion. If we have not done business prior or depending on the project, a deposit may be requested before we start the project. Balance will be due upon completion. A monthly rate of 2% may apply on unpaid invoices after 30 days. Payment can be made by check, payable to DC Painting LLC. There's a 3% credit card processing fee. Checks can be mailed to address on invoice."

Extra Work: This contract is to perform only the scope of work listed on estimate provided by DC Painting LLC. All additional work that is required is to be paid for on a time and material basis, which is actual cost plus 30% Contractors Fee unless specifically arranged at a prenegotiated price. Payment for extra work shall be made as the extra work progresses, concurrently with the payment made under the payment scheduled. The contractor is entitled to be paid for extra work whether the request is written or oral. Work partially or fully completed but damaged or destroyed by fire, theft, malicious mischief, earthquake, flood, burst pipe, acts of God, third parties, and other things not under the direct control of DC Painting LLC, shall be done only as items of extra work and the risk of such damage or destruction is expressly assumed by the owner.

Unforeseen Conditions: As the construction work progresses, the subsurface and other hidden conditions may become better known. It is possible that variations in soil condition or builders defect could exist between or beyond the points of exploration or that other conditions may be unforeseen, both of which may require investigation and analysis and may result in design changes. Design changes will usually result in additional project cost due to scope of work changes and will be charged as Extra Work.

Construction Damage: DC PAINTING LLC will use reasonable diligence and care to minimize coincidental damage to exterior or interior walls, wall covering, paint, glass surfaces, doors, floors or the like, which might result from work done under this contract.

Delays: DC Painting LLC shall be excused from any delay in completion caused by acts of God, of Owner or Owner's agent, Owner's employees or Owner's independent contractors, fire, earthquake, bad weather, labor trouble, acts or public utilities, public bodies, or inspectors (but not related to possible defects in DC painting LLC performance), extra work, failure of Owner to make progress payments promptly, or any other contingencies beyond DC Painting LLC control.

The price quoted in this contract is based on performing the work during dry weather and uninterrupted by delays.

Arbitration: Any substantive controversy or claim arising out of or relating to this contract or the breach thereof or any work performed in connection therewith shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except as provided herein, and judgment upon the award may be entered in any court having jurisdiction thereof. Both parties to this contract, by entering into it, are conditionally waiving their legal right to have such dispute decided in a court of law, weather by judge or by jury, and instead are accepting and agreeing to the use of binding arbitration, pursuant to this paragraph, in order to effect swifter and less expensive resolution of disputes.

Mere non-payment of a progress or final payment without written notification to DC Painting LLC by owner concerning the controversy shall not, however, require DC Painting LLC to seek arbitration before utilizing

judicial remedies(including foreclosure of mechanics' lien) to collect payments due. In the event that a payment is past due under the contract at the time a controversy arises, then owner or DC Painting LLC, as the case may be, shall be required to deposit the disputed payment into a finance charge bearing irrevocable trust account in a federally insured savings institution, for disbursement by the trustee in accordance with the decision of the arbitrator(s) as a condition precedent to the right to demand arbitration hereunder. Arbitration shall not, under any set of circumstances, be required of a party to whom no adequate security (by way of deposit, mechanics' lien or other acceptable method) is available upon successful conclusion.

Attorney Fees: The prevailing party in any suit or arbitration shall be entitled to his or its reasonable attorney fees in addition to any and all other sums to which the party is entitled.

Limited Warranty and Disclaimer: DC Painting warrants its construction work, labor and materials for a period of two (2) years. This warranty begins the moment the work is completed and is subject to the terms and conditions herein to ensure you have received the best quality possible. DC Painting LLC exclusive obligations for any such defective construction work shall be repair or replace, at its option, such work. This limited Warranty does not cover defects caused by misuse, accidents, earthquakes, negligent maintenance, previous coating failure, or normal wear and tear. Before beginning any additional work, DC Painting LLC suggests you contact us for information on how it will impact your warranty. In order for the above Limited Warranty to be effective, Owner must give DC Painting LLC written notice of any defects covered hereunder on or before the expiration of thirty (30) days from the date of discovery of the defect or the expiration of two(2) years period, whichever occurs first, specifying the nature of the defect. Owner must allow DC Painting LLC reasonable access to the property to inspect and repair the defect.

Sole Agreement: This quote constitutes the sole and only agreement of the parties hereto relating to this project and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this quote/contract are of no force and effect.

Invalidity of any provision: Should any provision or portion hereof be declared invalid or in conflict with any law, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

Photo and Video Disclaimer: DC Painting LLC has the right to use photo and/or video for website, literature and other marketing purposes without compensation to the homeowner.

Cancellation Policy: It is acknowledged by both parties that DC Painting LLC and/or the signee have the right to cancel this quote/contract within 48 hours of receipt of acceptance. All cancellations must be made in writing and submitted via email to dc.painting@yahoo.com or the appropriate sales person listed on the quote/contract.

David Cordon Jr DC Painting, LLC "Save the headache, hire us!" Phone: 702-379-4009 Fax: 702-685-8077 www.dcpaintinglasvegas.com