

TERMS AND CONDITIONS

1. This agreement is made and entered into, by and between the individual(s) named on first page of this document hereinafter referred to as "Homeowner" and Lake Area Painting & Decorating, Inc. hereinafter referred to as "Contractor."
2. Only work that is specified in this attached proposal is included in the contract price. Owner may order additions or deletions during the course of work, such changes shall be agreed upon, by both parties.
3. Contractor agrees to the following: (a) furnish all labor, materials, and equipment necessary to complete the work specified, (b) provide worker's compensation and public liability insurance, (c) release the Owner from lien after full payment has been made for the specified work.
4. Owner agrees to the following: (a) pay the total amount that is owed to the Contractor for completion of the work specified and any additional work agreed upon by both parties, (b) pay the Contractor interest at the maximum legal rate for all funds owed after 10 days from the date the Owner is notified that the specified work is complete, (c) pay the Contractor for work completed if Contractor cannot finish specified work in the given year due to circumstances beyond the Contractor's control (i.e., weather, force majeure, etc...), (d) allow Contractor to store a trailer at the job site for the duration of work (e) allow the Contractor to erect a job sign for duration of work.
5. The Owner shall furnish at no cost to the Contractor, electrical connections and electricity, outdoor water faucet and running water, and sanitary facilities.
6. For the period of the warranty the Contractor will recoat, at no charge to the Owner, any areas of coating failure that the Contractor applies, due to improper application or defective product. Under no circumstances will the Contractor guarantee failure of the coatings applied prior to the Contractor's start of the specified work, which, in turn, causes the failure of the Contractor's coat(s). Decks and any of their components, fences and any other areas that are specified, on the front of this form are completely void of any guarantees. **The foregoing is in lieu of all other guarantees or warranties express, implied, or statutory and Contractor neither assumes, nor authorizes, any person to assume for it any other obligation or liability in connection with the work to be performed under the terms of this contract.**
7. If stain is used as a topcoat for any surface, the Contractor recommends a two-coat application and expressly refuses to guarantee the appearance or performance of just one coat.
9. Caulking of moisture prone joints includes the bridging of split caulk or the removal of loose caulk and recaulking. Included are areas around windows, doors, corner moldings, and major siding splits. Excluded are areas associated with the eaves or under siding laps. Glazing includes the removal and replacement of only the old glazing that is determined by the Contractor to be loose.
10. At the end of every workday the Contractor will leave the exterior job sight neat and clean by storing equipment and materials, and bagging all garbage and waste generated.
11. All promises, understandings, or agreements of any kind, to this agreement, not mentioned herein, are hereby expressly waived: and it is agreed that this instrument shall constitute the entire agreement between the parties, and shall not be modified in any matter except in writing and signed by both parties. Should any clause in this contract be found not legal that clause shall be considered as if it did not exist and the remainder of the contract is still binding and enforceable.
12. STANDARDS: We belong to the PDCA (Painting and Decorating Contractors of America). All applicable standards adopted by the Painting and Decorating Contractors of America shall be incorporated into these documents. A copy of the standards will be provided to you upon request. These documents can be obtained through the PDCA at 3913 Old Lee Highway, Suite 33-B, Fairfax, VA 22030; or by telephone at 1-800-332-7322; or by the PDCA Web site at www.pdca.org.
13. **MECHANICS LEIN LAW NOTICE: (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.**
14. 3-DAY CANCELLATION NOTIFICATION: You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right.
15. This contract is governed by the laws of the state of Minnesota.