

 EXTERIOR PROPOSAL	Independent Franchise Owner: Dan Kaminskis 2800 Rosebay Ct. Charlotte NC 28210 803-579-0236 Fax : 704-919-5106 dkaminskis@certapro.com 800-462-3782 License #: SC56458	Job #: DK8B9D00157 Date: 12/07/2015 Customer Address: Chester Nielson Jr. Beach Club Town Homes H OA Tega Cay SC 29708 Phone: (407) 352-1225 Cell: (407) 697-7148 Email: chipniel48@aol.com
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Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance

SPECIAL NOTES:

The Tega Cay Beach Club Town Homes HOA as asked CertaPro to include an option for it's DL Horton Homeowners with decks for cleaning, minor repairs and re-staining.

For those homeowners (4 story units) that would like it we will:

Properly pressure washed and cleaned to kill/remove mildew and other dirt and debris.

Remove and replace up to 3 8' sections of flooring.

Stain using Sherwin Williams Waterborn Solid Color stain of the color selected by the HOA. This includes rails and spindles, floor boards and posts. It does not include the undersides of the deck surface or joists.

We will provide a list of additional services and costs that can be selected prior to beginning each units cleaning/painting.

This can include additional floor board removal/replacement, top rail replacement and spiindle replacement.

This price is based on 20 units selecting the service, it is acknowledged that some owners may choose to go with the installation of a synthetic decking.

Price per unit for services listed is \$605.

Included Items:

Staining of Decks

Excluded Items:

Any item not specifically listed in this proposal.

PREPARATION:

Washing: To remove all dirt and mildew so the new finish coat will adhere properly.

INCLUDED DETAILS

Description	Manufacturer/Paint Type	Color	Coats
Properly pressure wash and clean decks, rails and support posts	--Not Applicable--	N.A	N.A
Light scraping of areas that needed it.	--Not Applicable--	N.A	N.A
Replace up to three floor boards (single 8' runs) as needed. Using PT decking lumber	--Not Applicable--	N.A	N.A

Application of one coat Sherwin Williams/Solid/100% Acrylic
of selected Solid Color
deck stain

Matching

1

Clean Up

To be completed in full daily and in upon job completion. All ladders down and stacked- Tools & equipment stored properly each evening in acceptable, safe location determined by the customer. We clean up daily and upon completion to make sure your property is "presentable" and perform a full clean-up when we are complete (including sweeping and vacuuming paint chips).

Notes/Misc

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the customer feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

WARRANTY ON ALL WORK: We warranty all of our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document, please see back of proposal for details. Please note that water damage and structural issues are not painting related warranty issues.

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

-Meet at the beginning of the project to make sure we are on the same page.

-Communicate with you regularly to inform you of what has been completed, what will be done along with sharing any possible issues.

-And finally, the designated parties do a final inspection with us to make sure that you are happy with the completed project.

FINAL PRICING

PRICE OF INCLUDED ITEMS (All labor, paint, materials)	\$12100.0
SALES TAX (@ 0 %)	\$0.00
GRAND TOTAL	\$12100.00
DEPOSITS DUE	-\$0.00
PAYMENTS RECEIVED	-\$0.00
BALANCE DUE	\$12100.00

Signature of Authorized Franchise Representative: _____ Date: _____

Payment Terms: Scheduled Payments (to be determined)

Payment schedule to be decided

NOTES

We accept Visa and Mastercard.

As usual, a highly professional CertaPro painting experience is expected and guaranteed by us.

DECLARATION

(I/WE) HAVE READ THE TERMS STATED HEREIN, THEY HAVE BEEN EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE BEEN SHOWN TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE

SIGNATURE

DATE

SIGNATURE

DATE



RELATIONSHIP - The individual giving you this proposal is an independent contractor licensed by CertaPro Painters to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown in the upper right hand corner of the front of this proposal

DEFINITIONS AND CONDITIONS OF THIS CONTRACT

COLORS - Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS - Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL - This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT). THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE. NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

Date of Transaction

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO _____

(Name of Seller)

(Address of Seller's Place of Business)

NOT LATER THAN MIDNIGHT OF _____
(Date)

I HEREBY CANCEL THIS
TRANSACTION. _____

(Date)

(Buyer's Signature)

LIMITED TWO YEAR WARRANTY

Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases. - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of this Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above imitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters at 800.462.3782.